



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Jorge Santin
Councilman Walter Fajet, Ph. D.

Councilwoman Jacky Bravo
Councilman Victor Vazquez, Ph.D.

***Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

CITY COUNCIL REGULAR MEETING AGENDA

Thursday, June 29, 2023 – 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Victor Vazquez
Pledge of Allegiance: Girl Scouts Troop 2564 will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) Visit from the Honorable Senator Bryan Avila and Honorable Representative Alex Rizo
 - B) Recognizing the Miami Springs Little League 8U Miami Springs Coach Pitch All-Star team that won the 2023 Little League Florida District 8 Coach Pitch Championship
 - C) Brief introduction by the new Miami Springs Middle School Principal Chris Saavedra
 - D) Yard of the Month Award for June 2023 – 189 Palmetto Drive – Dsouza Family
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) June 12, 2023 – Regular Meeting

7. **Reports from Boards & Commissions: None.**

8. **Public Hearings: None.**

9. **Consent Agenda: (Funded and/or Budgeted):**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Radar Speed Signs From Traffic Logix Corporation In An Amount Not To Exceed \$64,950.00 Utilizing The Terms And Conditions Of Sourcewell Contract No. 070821-Lgx Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date.

B) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Marsden South, L.L.C. For Janitorial Services For The City's Municipal Facilities Utilizing The Terms And Conditions Of The Cooperative Council Of Governments, Inc. Group Purchasing Agreement Awarded Pursuant To Request For Proposals No. 2014.04.01 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Thermal Concepts, LLC For HVAC Repair Services Utilizing The Terms And Conditions Of The City Of Palm Beach Gardens Contract No. Rfq2022-019cs(F) Pursuant To Section 31-11(E)(5) Of The City Code; Authorizing The City Manager To Issue A Purchase Order For Repair And Maintenance Of City Air Conditioning Units In An Amount Not To Exceed \$70,000.00; Providing For Implementation; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Accepting A Local Government Cybersecurity Grant; Approving A Grant Agreement With The Florida Department Of Management Services Relating To The Grant; Providing For Authorization; And Providing For An Effective Date

E) **Recommendation** - Recommendation by City Clerk's Office that Council waive the competitive bid process and approve an expenditure to Full Moon in the amount of \$4,000.00, for A/V services for Council meetings, special meetings, workshops etc., as funds were approved in the FY 22/23 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code. Requires 4/5 vote by Council.

10. **Old Business: None.**

11. **New Business:**

A) Brief public interviews with City Manager Candidates

12. **Other Business:**

A) Request by Councilman Vazquez to discuss consideration of having a facilitator

assisting in specific future Council workshops

B) Request by Mayor Mitchell to discuss exploring options on new Police Headquarters and Parking

C) Request by Vice Mayor Santin to discuss creating a process for development agreements on new commercial construction projects and reviewing the policies for road closures

D) Request by Suzanne Wolar regarding Miami Springs Woman's Club event to be held in October

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Thursday, June 29, 2023 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH AND/OR PARTICIPATE IN THE MEETING

- **ZOOM:** Meeting ID 863-9512-4146
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**

There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, June 12, 2023 at 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

In-Person/Virtual Council Meeting

1. **Call to Order/Roll Call:** The meeting was called to order by the Vice Mayor at 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jorge Santin

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez. Ph.D.

Interim City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Roger Pou

City Attorney Eduardo Martos

Police Chief Armando Guzman

Public Works Director Lazaro Garaboa

Assistant Public Works Director Lizette Fuentes

Human Resources Director Bill Collins

Finance Director Chris Chiocca

2. **Invocation:** Offered by Mayor Mitchell
Pledge of Allegiance: The Boy Scouts Troop led in leading the pledge.

3. **Agenda / Order of Business:**

4. **Awards & Presentations:**

A) Swearing-in Ceremony of Police Officer Gustavo Miranda by Police Chief Guzman

B) James Fulton of the Optimist Club – Janessa Montilla is the South Florida District Runner-Up (2nd Place) Oratorical Winner

Mayor Mitchell called upon Mr. James Fulton,

C) Recognizing the Miami Springs Virginia Gardens U18 Girls Soccer Team – Allan Pacheco

This item was deferred to a future Council Meeting.

D) Presentation by Mr. Rob Gordon awarding the City of Miami Springs the STEM City of the Year Award for the City's consistent support of STEM activities at the Recreation Center over the last 10 years

Mr. Gordon was not able to attend and will present his award at a future meeting.

E) Announcing the City Hall Lobby Artist of the Month – June 2023 – Miami Springs Senior High School AP Cambridge Art Students from Ms. Beth Goldstein's Class; 3D Artwork and Sculptures on display

Mayor Mitchell recognized the Yard of the Month. The resident was not available to accept the award; City Clerk Erika Gonzalez-Santamaria stated that she will get the award to the resident.

5. Open Forum: The following members of the public addressed the City Council: No speakers at this time.

6. Approval of Council Minutes:

A) May 22, 2023 – Regular Meeting

Councilman Vazquez moved to approve the minutes of May 22, 2023 Regular Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions:

A) Report by Historic Preservation Board on City Entry Signs for East Drive and Curtiss Parkway

Chairman Jim Watson presented the City Council with proposed renditions of the entrance signs at Curtiss Parkway and East Drive locations. After some discussion, the City Council thanked the Chairman and the Board for their hard work and requested that they look into more renditions of entrance signs and additional locations. The City Council stated they look forward to more concepts and designs from the board.

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To A Ground Lease Agreement With MetroPCS, Florida, LLC, To Extend The Term Of Agreement And Increase The Base Rent; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs,

Florida, Establishing Rates For Collection Of Garbage, Trash And Recycling For Residential And Commercial Customers Effective October 1, 2023; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Fourth Extension Of The Lease Agreement With Westward Partners, LLC For A Police Department Substation At 274 Westward Drive; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Fourth Amendment To The Fiscal Year 2022-23 General Fund And Special Revenue Fund Budgets; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Native And/Or Florida-Friendly Trees From Distreebutors, Inc. In An Amount Not To Exceed \$50,000 Utilizing The Terms And Conditions Of Miami-Dade County RTQ-02029 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date

F) Recommendation by Golf that Council approve an increase to the City's current open Purchase Order #230081 (Attachment "A") with Howard's Fertilizer & Chemical, in an amount not to exceed \$10,000.00, for soil amendments and fertilizers for growing in the newly planted grass related to the Golf Course Revitalization Project CP#2201 as funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code

Vice Mayor Santin pulled Item A and Councilwoman Bravo pulled Item B for further discussion.

Councilman Fajet made a motion to approve the Consent Agenda excluding pulled Items A & B. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

The following Consent Agenda Items were pulled and considered further:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To A Ground Lease Agreement With MetroPCS, Florida, LLC, To Extend The Term Of Agreement And Increase The Base Rent; Providing For Authorization; And Providing For An Effective Date

After some discussion, Councilman Vazquez moved to defer the Resolution to the June 29, 2023 Council Meeting. Councilman Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Establishing Rates For Collection Of Garbage, Trash And Recycling For Residential And Commercial Customers Effective October 1, 2023; Providing For Implementation; And

Providing For An Effective Date

After discussion, Councilman Fajet moved to approve the Resolution as stated. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Santin, Councilwoman Bravo, Councilman Fajet, Councilman Vazquez and Mayor Mitchell voting Yes.

10. Old Business:

A) Presentation by Tere Garcia, Public Information Director and Jose López Director of Environmental Engineering of Bermello Ajamil on Vulnerability Assessment Inundation Modeling; Florida Department of Environmental Protection (FDEP) Grant

Ms. Tere Garcia and Mr. Jose Lopez provided a visual and oral presentation on sea level rise and the effects of it on critical assets. They recognize five critical assets, City Hall, Community Center and Adult Center, Stafford Park and Regan Park, Golf Course and Melrose Canal. Mr. Lopez indicated that this is the first phase of the study, identifying the critical assets and the next phase is the action plan which determines how to improve the protection of these identified assets from sea level rise. Both Ms. Garcia and Mr. Lopez answered all of the City Council's questions.

11. New Business: None.

12. Other Business:

A) Request by Suzanne Wolar of the Woman's Club to close the Circle in October for event hosted by the Woman's Club

Mayor Mitchell stated that Ms. Wolar was not able to attend the meeting.

B) Request by Vice Mayor Santin to discuss the selection and appointment of the City Manager at the June 29th Council Meeting, instead of July 19th

Vice Mayor Santin stated that he would like to make the selection of the City Manager earlier than the scheduled date of July 19th. He said he understands that making a decision the evening of the interviews on June 29th would be too soon, but perhaps to look at some other dates. City Clerk Erika Gonzalez-Santamaria indicated that the week of July 10th is a viable week to meet; after further discussion, the City Council stated that they will meet on July 20th at 5:01 p.m. for the millage rate cap and the selection of the City Manager. Erika Gonzalez-Santamaria stated that the location of the meeting will be at the Rebeca Sosa Theater.

13. Reports & Recommendations:

A) City Attorney

City Attorney Roger Pou had no report at this time.

B) City Manager

Interim City Manager Tammy Romero provided an update on the Town Center project. She explained the timeline of the project and how far it has gotten thus far. She explained the additional infrastructure improvements on Canal Street that the developer will be doing throughout the project, such as stormwater drainage and sidewalk improvements. She indicated that Canal Street will be open within two weeks or so. She also introduced Alex David and Silvia Garcia from the new Planning Firm, Calvin Giordano and Associates, that will be utilized for any Planning and Zoning departmental services, issues and projects. She answered the that the provided events taking place in the City. More information is available on the City's Official Website. Interim City Manager Tammy Romero stated that Stafford Park will be closed during the summer season for maintenance.

C) City Council

Councilman Vazquez had no report at this time.

Councilman Fajet inquired if the City will provide an additional event in lieu of the July 4th fireworks. Interim City Manager stated that there will be several events that will be offered for residents to enjoy. He stated that he is still looking for anyone that will be able to take part in the Ecology Board and be a member. He encouraged the City Council to come prepared for the Strategic Planning Workshop with Goals and objectives and to let the City Staff take over the strategies and indicators of measuring the objectives.

Councilwoman Bravo stated that she also has a vacancy on the Ecology Board and inquired from the City Clerk as to what would happen to the board if seats are not filled. The City Clerk indicated that the board cannot meet without a quorum, therefore no meeting can be scheduled. The City Clerk explained to the City Council that it is up to them to decide which boards to maintain and which ones to sunset.

Vice Mayor Santin thanked the Interim City Manager for the Town Center project update. He inquired if the City can implement a process to clean up the permitting process when public improvements are part of the project. It was consensus of the City Council to bring this item up for further consideration at a future Council meeting.

Mayor Mitchell stated that she appreciates all the residents that make suggestions on how to improve the City and its services. She indicated that the resident's input is invaluable and very appreciated; she encouraged residents to continue reaching out to the Council for ways on bettering the City. The Mayor welcomed the new members of the Planning Department to the meeting and stated that she looks forward to working with them.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:20 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 12th day of June, 2023.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: 6/29/2023

To: The Honorable Mayor Maria Mitchell and Members of the City Council

Via: Tammy Romero, Interim City Manager

From: Lazaro Garaboa, Public Works Director

Subject: Radar Speed Signs

RECOMMENDATION: Recommendation by Public Works that Council approves the purchase of (25) twenty-five radar speed signs in the amount of \$ 64,950.00 utilizing Sourcewell contract RFP #070821 to replace existing signs that are no longer working for various reasons.

DISCUSSION: The current inventory of radar speed signs was purchased in 2010; model Safespace 100. Quote for replacement of same units is \$69,950 versus the newer model EV11. The Evolution radar feedback signs come with 1 year of unlimited SafePace Cloud access. SafePace Cloud is renewable annually with bundling and multi-year term discounts available, however the software is not necessary for the functionality of the signs.

- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

The units will be installed by the Public Works Department. We recommend the current working units replace all the devices with newer model EV11 and re-distribute the existing working units to other locations where necessary.

Condition of the current units:

Working - 9

Dim – 5

Replacement parts not available – 7

Destroyed by accidents - 6

Submission Date and Time: 6/23/2023 4:01 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>CITT</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>135-0902-541-6400</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>64,950.00</u>
		Total vendor amount: \$ <u>64,950.00</u>

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF RADAR SPEED SIGNS FROM TRAFFIC LOGIX CORPORATION IN AN AMOUNT NOT TO EXCEED \$64,950.00 UTILIZING THE TERMS AND CONDITIONS OF SOURCEWELL CONTRACT NO. 070821-LGX PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) desires to purchase twenty-five (25) radar speed signs (the “Equipment”) to replace various aging speed signs throughout the City that are destroyed, require discontinued replacement parts, or operate inadequately; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a unit of government, which has entered into Sourcewell Contract No. 070821-LGX (the “Sourcewell Contract”) with Logix ITS, Inc., the parent company of Traffic Logix Corporation (the “Vendor”); and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, the Vendor has provided the City a quote (the “Quote”), attached hereto as Exhibit “A,” for the purchase of the Equipment in the amount of \$64,950.00; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code, the City Council desires to approve the purchase of the Equipment from the Vendor in an amount not to exceed \$64,950.00 consistent with the terms and conditions of the Sourcewell Contract and the Quote attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the Equipment from the Vendor consistent with the terms and conditions of the Sourcewell Contract and the Quote attached hereto as Exhibit "A" in an amount not to exceed \$64,950.00 pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

- Vice Mayor Jorge Santin _____
- Councilmember Jacky Bravo _____
- Councilmember Dr. Victor Vazquez, Ph.D. _____
- Councilmember Dr. Walter Fajet, Ph.D. _____
- Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this 29th day of June, 2023.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A

TRAFFIC LOGIX CORPORATION RADAR SPEED SIGNS QUOTE

**Solicitation Number: RFP #070821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Logix ITS (Intelligent Transportation Systems), 992 Upton, Lasalle Quebec, Canada H8R2T9 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Road Right-of-Way Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Logix ITS
(Intelligent Transportation Systems)

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/5/2021 | 12:58 PM CDT

DocuSigned by:
James Weatherall
By: B577E412274A447...
James Weatherall
Title: Executive VP of Global Sales
Date: 8/5/2021 | 11:34 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/5/2021 | 1:00 PM CDT

RFP 070821 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Logix ITS
Does your company conduct business under any other name? If yes, please state: Traffic Logix, Parking Logix , All Traffic Solutions
Address: 992 Rue d'Upton
Lasalle, Quebec H8R 2T9
Contact: james weatherall
Email: j.weatherall@trafficlogix.com
Phone: 514-779-6116
Fax: 844-405-6449
HST#:

Submission Details

Created On: Wednesday May 26, 2021 09:26:18
Submitted On: Thursday July 08, 2021 13:04:28
Submitted By: james weatherall
Email: j.weatherall@trafficlogix.com
Transaction #: a1dc51d7-c03f-4c17-aa98-01fba3589437
Submitter's IP Address: 45.61.4.155

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Logix ITS (Intelligent Transportation Systems)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Traffic Logix All Traffic Solutions Enforcement Logix Parking Logix
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TL PL ATS
4	Proposer Physical Address:	992 Upton Lasalle Quebec Canada H8R2T9
5	Proposer website address (or addresses):	http://logixits.com/ https://trafficlogix.com/ https://parkinglogix.com/ https://www.alltrafficsolutions.com/
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James Weatherall Executive VP of Global Sales 992 Upton Lasalle Quebec Canada H8R2T9 j.weatherall@trafficlogix.com +1 (514) 779 6116
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	James Weatherall Executive VP of Global Sales 992 Upton Lasalle Quebec Canada H8R2T9 j.weatherall@trafficlogix.com +1 (514) 779 6116
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brett Ferrin Sales Manager 992 Upton Lasalle Quebec Canada H8R2T9 bferrin@trafficlogix.com 801 391 8784 Marc Roth Director of Marketing 6272 992 Upton Lasalle Quebec Canada H8R2T9 mroth@logix-works.com +1 (438) 490 6272 Ryan Manion Sales Manager 992 Upton Lasalle Quebec Canada H8R2T9 rmanion@parkinglogix.com 347 725 7222

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Logix ITS (Intelligent Transportation Systems) is a global market leader dedicated to improving the lives of people around the world through our innovative traffic safety, speed enforcement and parking lot solutions since 1995.</p> <p>We strive to create traffic safety and speed enforcement solutions that reduce collisions and enhance road safety as well as parking lot solutions that reduce frustration and improve quality of life. We aim to exceed customer expectations by offering Tier 1 customer support.</p> <p>At Logix ITS we work to save lives and improve the well being everyday, with every person who interacts with our solutions.</p> <p>Our core products fit within the requested products of the RFP that are intended for use in the maintenance of road and highway rights-of-way. Our products compliment all aspects of traffic safety and improve quality of life.</p> <p>Traffic Logix engineers and sells simple, cost effective safety solutions to slow cars and prevent crashes on local roads. Traffic Logix provides solutions for work zones, cities, communities, police departments, higher education, federal and state governments, K-12, and other public entities.</p> <p>Traffic Logix's innovative solutions protect streets and create a safer, bright future.</p> <p>All Traffic Solutions solves complex transportation safety challenges and proudly servers over 7,000+ municipalities, law enforcement agencies, and commercial organizations in 50 states and 20 countries.</p> <p>Enforcement Logix's innovate speed enforcement cameras help you know exactly who is speeding and where. Use that data to issue automated warnings and identify troubled areas. You can then enforce speed limits and encourage better driving behavior. Leverage our speed camera system to create safer roads for drivers, bikers, and walkers alike.</p> <p>Parking Logix enhances the parking experience providing sensors and lasers to count cars. Our real-time occupancy data allows visitors to easy find available parking.</p>
10	What are your company's expectations in the event of an award?	<p>In the event of an award, Logix ITS's number one priority is safer streets and roadways for drivers, pedestrians, and workers. We are successful in exceeding expectations in part due to discipline, innovative engineering and a world class sales/marketing team.</p> <p>Our only expectation that we have of Sourcewell in the event of an award is that if we need help with custom marketing to drive contract growth or if our prospects/customers have questions regarding Sourcewell, Sourcewell will make time and assist.</p> <p>Customer service and responsiveness is the DNA to our current global leadership position.</p> <p>For the next five years, we project the following revenue targets under an award.</p> <p>2022: \$2,500,000 2023: \$4,000,000 2024: \$5,500,000 2025: \$7,000,000 2026: \$8,500,000</p> <p>We expect to develop partnerships at a rapid rate with a focus on all agencies Sourcewell serves.</p> <p>Our innovative marketing team will leverage social media, personalized videos, CRM outreach, public outreach. We expect regular strategy meetings with Sourcewell to achieve the revenue targets above.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please see attached documentation supporting Logix ITS financial strength</p> <p>THE LOGIX ITS GROUP COMBINED FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2020</p>
12	What is your US market share for the solutions that you are proposing?	Approximately 35%
13	What is your Canadian market share for the solutions that you are proposing?	Approximately 40%
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	no we have not
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>(B) Logix ITS is best described as a manufacturer. We supply both hardware and software for traffic safety products that help improve the well-being of everyone who interacts with our products. We have a hybrid market strategy with both an in-house sales department and strategic partners/resellers to reinforce in specific verticals or geographies.</p> <p>Across the Logix ITS companies, we have a sales team of 50 in-house employees. On the reseller side, we have approximately 20 partners that work in parallel to our sales team.</p> <p>The Logix ITS sales team is world class, constantly being trained through continuing education and best sales practices. Our sales team works very hard to hit weekly revenue targets.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Logix ITS components may be used in projects where UL, FCC and Nema certifications are required (certification list attached).</p> <p>Logix ITS products are required to be on certain approved product lists (APL) for specific state level projects. The primary APL is for Florida Department of Transportation (FDOT) and Logix ITS is on this APL (certification attached)</p>

17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Logix ITS has no suspension or debarment to list	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Logix ITS has not received any industry awards	*
19	What percentage of your sales are to the governmental sector in the past three years	2020 - 68% 2019 - 70% 2018 - 65%	*
20	What percentage of your sales are to the education sector in the past three years	2020 - 8% 2019 - 4% 2018 - 5%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NCPA contract - the contract is less than 6 months old and we have booked over \$300,00.00 Province of Newfoundland contract - 2020 - \$700,000.00 (reference letter attached) Maine state DOT contract 2020 - \$150,000.00 2019 - \$120,000.00 2018 - \$150,000.00 Florida state DOT contract - 2020 - \$250,000.00 Connecticut state contract - 2020 - \$1,000,000.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract 2020 - \$1,000,000.00 2019 - \$900,000.00 2018 - \$1,100,000.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Toronto	Danny Antwi	+1 416 395 6196	*
City of Philadelphia	Kasim Ali	(215) 686-5572	*
City of Austin	Mario Porras	(512) 974-7656	*
City of Montreal	Ramy Mikati	514 872-6530	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto	Government	ON - Ontario	City wide Traffic Calming Program	Over 1000 Radar Feedback Signs though out the city with real time cloud connected traffic data.	\$1,500,000.00	*
City of Montreal	Government	QC - Quebec	City wide Traffic Calming Program	Over 250 Radar Feedback Signs though out the city with real time cloud connected traffic data.	\$300,000.00	*
City of Chicago	Government	Illinois - IL	City wide Traffic Calming Program	Over 150 Radar Feedback Signs though out the city with real time cloud connected traffic data.	\$250,000.00	*
City of Detroit	Government	Michigan - MI	City wide Traffic Calming Program	Over 4500 Traffic Calming Devices installed city wide	\$4,000,000.00	*
City of Philadelphia	Government	Pennsylvania - PA	City wide Traffic Calming Program	Over 250 Traffic Calming Devices installed city wide	\$ 300,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Logix ITS is well positioned to meet the growing needs of Sourcewell's member base. With a sales team of 50+ in-house employees from business development representatives to account managers, to account executive to customer success, Logix deploys a hybrid go-to-market sales strategy. In key regions based on verticals, Logix leverages our strategic partners.</p> <p>With Sourcewell the Logix sales team will focus on making the world a safer place from the US to Canada, one road at a time.</p> <p>Logix ITS has built a best in class sales presence though the major regions across the U.S. Servicing over 10,000+ cities in the U.S and Canada, our sales network stretch globally including service engineers, project managers, installers, technicians.</p> <p>Major Offices include manufacturing, sales, engineering, service, support with over 400+ in-house employees across offices. Please see below for office locations.</p> <p>Canada office locations include office in Montreal and Toronto</p> <p>United States office locations include: California, Utah, Texas, Florida, Virginia, Missouri, Pennsylvania, New York</p>
26	Dealer network or other distribution methods.	Our distribution network is well spread across U.S with 10 key distributors and Canada with 7 strategic distribution partners. Our distributors work in close parallel with our world class sales team.
27	Service force.	Our in house service force of 30+ technical support, field technicians and customer success support our U.S., and Canada operation. Logix ITS supports our customer base with Tier 1 customer service and we strive for a response time / solution within 1 hour of support call.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our in house service force of 30+ technical support, field technicians and customer success support our U.S., and Canada operation. Logix ITS supports our customer base with Tier 1 customer service and we strive for a response time / solution within 1 hour of support call.</p> <p>Our Tier 1 support offers white glove service to all of our customers. Our support team ensures that all software and hardware related issues are addressed and resolved in a timely manner. Our e-mail response time is within 10 minutes. 99% of issues can be troubleshooted leveraging remote support. Phone support is provided M-F 8am-6pm ET.</p> <p>Traffic Logix Support Number (866) 915 6449 option 2</p> <p>All Traffic Support Number (866) 366 6602 Option 2</p> <p>Enforcement Logix Support Number (888) 595 6449 option 0</p> <p>Parking Logix Support Number (844)-305-6449 ext. 633</p> <p>We leverage our project management team, technicians, and local support partners to support larger scale project installs per our clients needs and requests.</p> <p>Logix ITS white glove service is full turn key, from project management to installation, whatever the request is, we will get it done.</p>
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Logix ITS mission is enabling safer roads while improving the quality of life for the people who interact with our products.</p> <p>Logix ITS is a global leader, serving over 10,000+ municipalities, work zones, communities, police departments, higher education, federal and state governments, K-12, and other public entities.</p> <p>Logix ITS will provide exceptional product availability and quick turnaround for Sourcewell members. Our world class sales team/distribution network has an extensive presence in the United States and will offer best in class service/support to all Sourcewell members in the U.S.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Logix ITS mission is enabling safer roads while improving the quality of life for the people who interact with our products.</p> <p>Logix ITS is a global leader, serving over 10,000+ municipalities, work zones, communities, police departments, higher education, federal and state governments, K-12, and other public entities.</p> <p>Logix ITS will provide exceptional product availability and quick turnaround for Sourcewell members. Our world class sales team/distribution network has an extensive presence in Canada and will offer best in class service/support to all Sourcewell members in the Canada.</p>
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Logix ITS is a global leader. As Logix ITS can service all states and provinces, Logix ITS will service all Sourcewell members no matter their geographic location.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcewell member sectors will be fully served by Logix ITS on this contract.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Logix ITS has no contract requirements or restrictions in Hawaii, Alaska or any US Territories. Through an award, all Sourcewell members will be serviced through this contract.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Following notice of award, Logix ITS will do a national press release. All our umbrella companies will advertise the Sourcewell partnership in future monthly newsletters, on their websites, within our LinkedIn community, on sales rep's email signatures. We will leverage our blogs, social media, podcast, tradeshow handouts and word of mouth to maximize reach of our marketing efforts for knowledge of this contract.</p> <p>Our direct sales team will advertise the Sourcewell partnership in all future meetings and by word of mouth. Our marketing team will leverage our CRM data base to inform future prospects and existing clients that this partnership has been created to grow and scale environments.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>For all of Logix ITS marketing, we leverage the following primary digital marketing tools to improve our marketing effectiveness.</p> <p>WordPress website for product details, case studies, success stories, blogs, press releases, solutions by vertical and other relevant information for traffic safety.</p> <p>Google Analytics to measure and optimize website traffic</p> <p>Google and Bing ads, organic optimization, email, social media (LinkedIn and Facebook) to direct traffic to our website.</p> <p>CRM to store all contacts, contact info, sales tracking and marketing communications</p> <p>Google remarketing, every website visitor is automatically added to our remarketing lists, meaning they will be shown industry and product specific ads for 30 days following their visit to a Logix ITS website. This accounts for 5% of our website traffic, bringing people back to our website to view our Sourcewell contract information.</p> <p>Marketing effectiveness = tools like google analytics and hotjar allow us to map which areas of our web page are being looked at. We will be able to assess what % of our visitors are scrolling to the bottom of our page with the Sourcewell contract information and how they are engaging with it. We will be able to test and alter its placement based on results, to continue to optimize for its viewership.</p> <p>Google Analytics and campaign tracking links will further be used to track volume of clicks on email signature links (i.e. Sourcewell information in email signature).</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Logix ITS expects that following an award from the RFP process, Sourcewell will announce the newly formed partnership to its extensive member network. Logix ITS would want to meet with Sourcewell on an as needed basis to discuss collaborative outreach strategies whether it's conducting a webinar together or simply providing us with logo files to add to our marketing materials.</p> <p>We expect to build a strategic partnership with Sourcewell, enabling Sourcewell members to improve safety of it's citizens and visitors.</p> <p>Following an award, Logix ITS will train our direct sales force and distribution network on the benefits of Sourcewell. Sourcewell will become the primary sales tool our sales team will leverage. We will strive to achieve our sales targets outline in line item 10.</p> <p>All of our sales reps will lead with the Sourcewell contract. We will work together to create cobranded marketing materials for direct sales, tradeshows and Logix ITS websites.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently have an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Logix ITS has a full department assigned to product onboarding, training and ongoing maintenance (if required). All customers have unlimited access to this department and contact information along with scheduling links are shared with the end user by our customer success department once the product ships.</p> <p>There is no cost associated to these trainings/onboarding and if the customer is not able to schedule a session with our Logix ITS technicians there is also the option to access our training video training library instead.</p>
39	Describe any technological advances that your proposed products or services offer.	<p>Logix ITS is the global leader in traffic safety products. Our cutting edge manufacturing leads to best in class hardware in the traffic safety industry. The true technological advances that are unique to Logix ITS are the investments and advances on the software side of the business.</p> <p>Here are a few select technology advances within the Logix ITS umbrella and how they will benefit Sourcewell members.</p> <p>All of our hardware is powered by our back-end cloud based platform. This technology allows our customers to connect every product we manufacture remotely, access data and adjust settings from anywhere, at any time.</p> <p>With the ability connect to and control your products from any internet connected device, the cloud capabilities adds a whole new level to intelligent traffic control.</p> <p>View real time sign data, access all sign stats from one location, download detailed traffic data reports, set up customized alerts, change settings and parameters, cut down on workforce hours, with the unlimited possibilities of remote management helps our customers leverage all the features from connected device.</p>
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Logix ITS recycled rubber traffic calming solutions are an effective, visually attractive, and environmentally conscious way to slow cars down and save lives. Made of 100% recycled rubber,* these traffic calming solutions get old tires out of landfills and back into use. The Traffic Logix rubber solutions are customizable, easy to install, comfortable to drive over, long-lasting, and highly effective in slowing cars down.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The crumb rubber we use for all our rubber safety solutions comes from 100% recycled tires as mentioned in section 40 but we do not have any third-party issued eco-labels.
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Logix ITS is not a WMBE, SBE or a veteran owned business.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Logix ITS offers the following unique attributes that help us lead the industry as it applies to Sourcewell members.</p> <ol style="list-style-type: none"> 1) Our market leading traffic safety products save lives and enhance overall well-being of those that interact with our products 2) Best in class cloud connected products. Logix ITS has made it a focus to ensure that all of our products are cloud connected to enhance the customer experience and to increase the use of product features by making them easy to use and access 3) Logix ITS manufactures all products in-house (hardware and software). Logix ITS strives to take a holistic approach to intelligent traffic safety by focusing on innovation and the simplicity aspect of traffic safety. 4) Global reach, given our manufacturing, engineering and sales offices are in a variety of countries across the globe, we are able to listen to our customers and provide advanced solutions that enhance traffic safety. 5) World class sales team, Logix ITS invests in education, training, customer service for their sales team. Our sales team is constantly achieving goals, setting records and training to best serve our world with intelligent transportation solutions. 6) Tier 1 Support- Logix companies offer support response time within 1 hr but usually within 10 minutes. Our white glove service helps Logix meet the customers ever changing needs and requests.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Yes all Logix ITS products come with a 2 year warranty that covers all products, parts and labor.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No Logix ITS warranties do not impose any usage restrictions or any other limitations.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties cover remote technical assistance, if an issue cannot be solved remotely we will either replace the product or pay the freight charges to have the product shipped back to one of our production facilities. The fact that all of our products are cloud connected we can generally trouble shoot all issues remotely. If there is a need for a field technician we have a team technicians that can travel in both the US and Canada.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Logix ITS can provide a certified technician to all regions of both the United States and Canada. To reach support or our certified technician team, our e-mail response time is within 10 minutes. 99% of issues can be troubleshooted leveraging remote support. Phone support is provided M-F 8am-6pm ET. Traffic Logix Support Number (866) 915 6449 option 2 All Traffic Support Number (866) 366 6602 Option 2 Enforcement Logix Support Number (888) 595 6449 option 0 Paring Logix Support Number (844)-305-6449 ext. 633	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Logix ITS develops and manufactures all our own products so all items in our proposal will be covered by our in house warranty that we will honor and cover.	*
49	What are your proposed exchange and return programs and policies?	Logix ITS accepts returns and exchanges on all non custom orders within 14 days or receiving the product. The products must be in the original packaging and have not been installed in the field, the customer is responsible for associated freight costs.	*
50	Describe any service contract options for the items included in your proposal.	Logix ITS does not offer any service contracts	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	Describe your payment terms and accepted payment methods?	1%10days, net 30 if credit application is filled out. COD if no credit is granted. Accepted Payment methods: Cheque, ACH (electronic funds transfer) or credit card (Mastercard, VISA and AMEX)	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	No leasing/financing available	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Our world class sales team is no stranger to custom reporting and careful documentation. All PO's that that sales team or distribution network record will be carefully labeled Sourcwell with contract # and sorted through detailed sales reports. Our accounting team is very diligent and will be ready for quarterly reports in a responsive/timely fashion at the end of each quarter. With the click of a button in CRM, we will be able to pull a custom report for quarterly closed deals and number of new opportunities created with contract. We can also work with Sourcwell to design custom reports in our CRM per request.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Logix ITS accepts standard purchase orders from our customers or signed quotes that are generated from our company CRM. Prior to placing an order we also require our customers to fill out a business application to create their account. The following documents have been uploaded to the " document section. 1) Business application 2) Sample CRM quote signed 3) Sample purchase order	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We do accept P-Card Procurement Process and there are no additional fees associated.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Logix ITS pricing model is very straight forward, the products are listed as " kits" to simply the purchasing process for our customers. Each product has one sku listed under the " model " column with a brief product description. There is a column showing our standard list pricing and then another showing the Sourcewell discount which is approximately 15%.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Logix ITS has discounted the list price by approximately 15% across all products for this Sourcewell RFP.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Logix ITS does not have a specific quantity/discount program in place but we will work with each customer on a case by case basis for large volume transactions.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Logix ITS will have all products listed on the Sourcewell contract so there are no " open market" finished products. the only " open market " items will be post sale replacement componentry for out of warranty RMA's. We will supply each Sourcewell member with a componentry price list upon request.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Logix ITS has included all costs related to a transaction, there are no additional charges on any of the items listed.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All related freight costs have been incorporated into the pricing submitted, there are no additional charges.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no specific terms related to shipping to Canada, Alaska or Hawaii. Logix ITS ships to these locations daily and is set up to handle all three locations and any offshore customers.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Logix ITS has no unique distribution and/or delivery methods or options.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Logix ITS has several cooperative and state contracts and the same discounts have been provided. These discounts are considerably lower than standard MSRP provided to conventional customers and will allow us to leverage this contract to it's full extent.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Logix ITS will use our CRM as the main tool to self audit and verify compliance. We will create a specific pricelist in the CRM using the Sourcwell contract pricing to ensure all entities obtain proper pricing and each quote is labelled accordingly. We will be using the same CRM tool to pull monthly/quarterly reports to both measure success of the program but also to provide accurate data when remitting the proper administrative fee to Sourcwell.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	At Logix, our world class sales team has great discipline and focus, we identify the internal metrics that matter to hit our KPI's. Feel that good indicators of a successful partnership will be within the following <ul style="list-style-type: none"> - Members served through this contract, this should grow quarter over quarter - New members brought into contract, this should grow quarter by quarter - # of opportunities created through this contract. - Revenue Targets (please refer to Line 10 for targets) - Custer Satisfaction Surveys - Repeat Customers These are just a few examples of key internal metrics. We intend to meet upon award to set mutually agreed upon metrics/KPIs for the next five years.
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Logix ITS is proposing a quarterly 2% administrative fee

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Logix ITS will be offering the following products that relate directly Road Right of Way Maintenance Equipment RFP and complimenting traffic safety products. <p>1) Speed Display Signs Radar feedback speed signs are designed to slow cars down to help make streets/work zones safer for everyone who uses them. Our speed signs web-enabled and offer wireless communication. That means you can manage signs remotely as well as access traffic statistics and reports from a connected device.</p> <p>Our digital radar speed signs display driver speed data, making drivers aware that they are traveling above the speed limit.</p> <p>Research shows that radar signs are effective in slowing speed violators. Radar signs are popular in work zones and have portable mounts so they are easy to move within an ever changing environment.</p> <p>The goal is for the drivers to reduce their speeds one they realize they are traveling to fast. Also known as speed displays operate on the feedback loop theory: when people are presented with information about their performance, they tend to notice and improve. Digital speed signs activate this feedback loop by alerting speeding drivers to their current speeds along with posted speed limit signs.</p> <p>2) Variable Message Boards Smart displays allow custom messages, alerts, vehicle speed and are able to be updated instantly. With the VMS30 variable message sign, you show drivers exactly what they need to know in real-time with the amazingly versatile SafePace VMS30 LED display.</p> <p>The web enabled variable message sign lets you update messages instantly and can even display driver speed, speed limit or travel times. The VMS30 also offers driver responsive messaging, a choice of text sizes and colors, a range of mounting and power options, and the ability to gather traffic statistics to create valuable reports.</p> <p>Features Include: Customized Messaging Multiple Mounting Options Allows for animated text or graphics Integrated flashing speed violator strobe Choice of Power Supply Dual Color Display Advanced Scheduling Instant Updates Data collection Diamond-grade sheeting available Strobe activation/deactivation available</p> <p>3) Rubber Traffic Calming Solutions Traffic Logix recycled rubber traffic calming solutions are an effective, visually attractive, and environmentally conscious way to slow cars down and save lives. Made of 100% recycled rubber, these traffic calming solutions get old tires out of landfills and back into use. The Traffic Logix rubber solutions are customizable, easy to install, comfortable to drive over, long lasting, and highly effective in slowing cars down.</p>

		<p>Examples of our Traffic Calming Solutions include</p> <p>Speed humps Speed Tables Speed cushions Rubber curbing</p> <p>Curbing solutions, including the Superflex curbing and CycleLane delineators offer additional methods to create safer roads. You can use them to create traffic circles, chicanes, road narrowing, and protective bike lanes to keep pedestrians, bicyclists, and drivers safe.</p> <p>4) Speed/Traffic Cameras Logix ITS offers both entry level camera accessories as well as cutting edge robust speed camera solutions. Speed Cameras, used on their own or with driver feedback signs, can help to further encourage motorists to slow down, particularly in high-risk areas such as work zones, school zones, popular pedestrian or cycling routes.</p> <p>These speed/traffic cameras are very popular to highway safety challenges and often used near toll booths.</p> <p>Speed cameras studies show the proven effectiveness in slowing cars down, encouraging safer driving, and reducing crashes and injuries.</p> <p>The demonstrated effectiveness of speed cameras have helped department of transportations to launch speed camera programs that complement and reinforce traffic safety. By reducing the number of speeding or red-light infractions in certain problem areas, officials can in turn reduce the number of moving violations and traffic injuries that can result from these infractions.</p> <p>5) Speed Tracker The Traffic Logix speed tracker is a simple, compact, accurate wireless solution for managing speed complaints on local roads and work zones. It gathers detailed data on speeding violations and reports statistics in real-time and other traffic statistics and transmits it wireless and securely to cloud. The light weight, discreet data collectors offer a window into driver behavior, verifying or refuting speed complaints and confirming the need for further enforcement or intervention.</p> <p>6) Cloud Platform With the ability to connect to and control your solutions from any internet connected device, the SafePace Cloud adds a whole new level to intelligent traffic control. View real time sign data Access all sign stats from one location Download detailed traffic data and reports Set up customized alerts Change settings and parameters Cut down on workforce hours With the unlimited possibilities of remote management, SafePace Cloud will help you maximize what your SafePace signs can do.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Logix ITS has no subcategories to list

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
71	Seeders, tillers, mulchers, and sprayers	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
72	Erosion control equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
73	Ditch maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product
74	Signage, signals, and message boards	<input checked="" type="radio"/> Yes <input type="radio"/> No	Logix ITS offers 2 models of message boards. 1) SP 800 2) VMS 30
75	Radar equipment, traffic cameras or traffic sensors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Logix ITS a full product line of radar feedback signs and several different models of traffic speed cameras.
76	Other road right-of-way maintenance equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Logix ITS does not offer this product

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Price Sheet.pdf - Monday June 28, 2021 13:33:27
 - [Financial Strength and Stability](#) - Logix ITS Group 2020 Financial Statements.pdf - Monday June 28, 2021 13:33:43
 - [Marketing Plan/Samples](#) - 2021 Marketing Plan.pdf - Tuesday July 06, 2021 11:35:33
 - [WMBE/MBE/SBE or Related Certificates](#) - Traffic Logix Compliance Certifications.pdf - Monday July 05, 2021 09:19:13
 - [Warranty Information](#) - Warranty Documents.pdf - Monday July 05, 2021 09:36:16
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Monday July 05, 2021 08:37:44
 - [Upload Additional Document](#) - Additional documents.pdf - Monday July 05, 2021 09:18:11

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Weatherall, VP Global Sales , Logix ITS

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821 Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821 Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821 Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1



Traffic Logix Corporation
 3 Harriett Lane
 Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-29088-M6B4J1
 Created Date 6/21/2023
 Expiration Date 8/31/2023
 Prepared by Sean Coupland

QUOTATION

Contact: Lizette Fuentes
 Phone: (305) 805-5170 Ex 4227
 Email: FuentesL@miamisprings-fl.gov

City of Miami Springs FL
 345 N Royal Poinciana Blvd
 Miami Springs, FLORIDA 33166
 USA

Shipping Address:
 345 North Royal Poinciana Blvd
 Miami Springs, Florida 33166
 United States

Standard Features (Included) – Evolution Signs

- The Evolution radar feedback signs come with 1 year of unlimited SafePace Cloud access. SafePace Cloud is renewable annually with bundling and multi-year term discounts available.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

Special Notes

EV11 (25) Solar. Yellow face plates. Data included for 12 months, \$450 per year per unit with upgrade of 4 or more. Multi-year packages also available at a discounted rate. Bluetooth also available at no cost for life of signs. No SS. **No obligation to upgrade after the 1st year. All pricing per Sourcewell contract. City of Miami Springs ID# 157776. Traffic Logix contract #070821-LGX.**

Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
EV 11" Digit - Solar - Incl. Strobe, BT, Data-modem+12-month network access to cloud-4 cell Backup	EV11EYL-SOL	25.0000 0	\$2,399.00	\$59,975.00
Universal Bracket (Full Set)	SP1BK2	25.0000 0	\$199.00	\$4,975.00



Traffic Logix Corporation
 3 Harriett Lane
 Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-29088-M6B4J1
 Created Date 6/21/2023
 Expiration Date 8/31/2023
 Prepared by Sean Coupland

Totals

Subtotal: \$64,950.00
Freight: Included per SW
Grand Total: \$64,950.00

Terms: 1% - 10 days – Net 30
Payment: MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee.
Tax: IF TAX EXEMPT, Please Provide Tax Exempt Certificate with Order.
Freight: Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.
Changes/Returns: 30% for standard orders and 50% on custom orders.

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Forklift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53-foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____
 Name _____
 Title _____
 Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

scoupland@trafficlogix.com
 Sean Coupland
 Senior Manager Sales

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



AGENDA MEMORANDUM

Meeting Date: 6/29/2023

To: The Honorable Mayor - and Members of the City Council

Via: Tammy Romero, Interim City Manager

From: Aemed Jaime – Procurement Specialist

Subject: Janitorial Services for Municipal Facilities

RECOMMENDATION: Recommendation by Finance that Council approve an agreement with Marsden South, L.L.C. for janitorial services for the City’s municipal facilities in an amount not to exceed \$208,595.52 annually utilizing the terms and conditions of the Cooperative Council of Governments, Inc. Group Purchasing Agreement awarded pursuant to Request for Proposals No. 2014.04.01 pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: The City has requested price quotes from two (2) vendors for janitorial services, in order to assure the most competitive rate. On February 6th, the City received two (2) responses; one from SFM (Attachment “A”) Janitorial and another from Marsden South, L.L.C. (Attachment “B”). SFM Janitorial is offering the lowest initial offer at a cost of \$1,7109.00 monthly but, they also project an increase of 9% to their offer after September 30th to offset for the minimum wage increase. The offset will cause an increment of the total service rates. Marsden South conversely is offering a consistent rate in an amount of \$208,595.52 annually, which holds them as the lowest bidder. The City’s current service contract with Cleaning Systems Inc. has expired and is currently being renewed on a month-to-month basis. The City is seeking to piggyback off of the Group Purchasing Agreement awarded by the Cooperative Council of Governments, Inc. pursuant to Request for Proposals (RFP) No. 2014.04.01 with Marsden South, L.L.C. The underlying contract term with the Cooperative Council of Governments, Inc. is good through August 31st 2025 and can be extended for an additional 3 year period.

Submission Date and Time: 6/23/2023 4:24 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: <u>Various</u>
Prepared by: <u>Aemed Jaime</u>	Procurement: _____	Account No.: <u>Various</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>0.00</u>
		Current request: \$ <u>\$208,595.52</u>
		Total vendor amount: \$ <u>0.00</u>

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH MARSDEN SOUTH, L.L.C. FOR JANITORIAL SERVICES FOR THE CITY'S MUNICIPAL FACILITIES UTILIZING THE TERMS AND CONDITIONS OF THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC. GROUP PURCHASING AGREEMENT AWARDED PURSUANT TO REQUEST FOR PROPOSALS NO. 2014.04.01 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of janitorial services for the City's municipal facilities (the "Services"); and

WHEREAS, the type of Services required by the City have been competitively bid by Cooperative Council of Governments, Inc., a national public sector group purchasing organization created by the State of Ohio, which has entered into a Group Purchasing Agreement pursuant to Request for Proposals No. 2014.04.01 (the "CCOG Contract") with Scioto Services, LLC, which has approved Marsden South, L.L.C. (the "Contractor") as an affiliate operating company; and

WHEREAS, Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to authorize the City Manager to execute an agreement (the "Agreement") in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services in an amount not to exceed \$208,595.52 annually, consistent with the terms and conditions of the CCOG Contract; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A" in an amount not to exceed \$208,595.52 annually, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Agreement and this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 29th day of June, 2023.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A

**COVER AGREEMENT WITH MARSDEN SOUTH, L.L.C.
UTILIZING TERMS AND CONDITIONS OF
COOPERATIVE COUNCIL OF GOVERNMENTS, INC.
GROUP PURCHASING AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
MARSDEN SOUTH, L.L.C.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **MARSDEN SOUTH, L.L.C.**, a Delaware limited liability company authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City is in need of janitorial services for the City’s municipal facilities (the “Services”); and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by Cooperative Council of Governments, Inc. (“CCOG”), a national public sector group purchasing organization created by the State of Ohio as a unit of government, which has entered into a Group Purchasing Agreement pursuant to Request for Proposals No. 2014.04.01 (the “CCOG Contract”) with Scioto Services, LLC, which has approved the Contractor as an affiliate operating company; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the CCOG Contract, attached hereto as Exhibit “A,” into this Agreement, except as otherwise modified or amended herein; and

WHEREAS, the Contractor has provided the City a quote (the “Quote”) attached hereto as Exhibit “B” for the provision of the Services in an amount not to exceed \$208,595.52 annually based on the terms and conditions of the CCOG Contract; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the CCOG Contract is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the CCOG Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – CCOG Contract.
 - D. Fourth Priority: Exhibit B - Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the CCOG Contract unless otherwise provided in this Agreement. All references to CCOG shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Services.** Contractor shall provide the Services in accordance with Section 1.1. of Appendix B of the CCOG Contract.
6. **Compensation and Payment.**
 - A. Compensation for Services provided by Contractor shall be in accordance with the rates of the CCOG Contract attached hereto as Exhibit “A” and the Quote attached hereto as Exhibit “B.” Contractor shall be compensated a flat rate, lump sum fee in the amount of \$17,382.96 per month, for a total amount not to exceed \$208,595.52 annually.
 - B. Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

7. **Term.** The term of this Agreement shall be from the Effective Date through August 31, 2025, thereafter, unless terminated earlier in accordance with the provisions of the CCOG Contract or this Agreement.

8. **Indemnification.**

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

9. **Public Records.**

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the

Agreement, and following completion of the Agreement until the records are transferred to the City.

- C. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

10. Prohibition of Contingency Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

12. Background Checks. Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager’s complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: .

13. Amendment to Section 3.7 of CCOG Contract. Section 3.7(b), “Notice & Opportunity to Defend; Limitations & Thresholds,” of the CCOG Contract is hereby deleted in its entirety.

14. Amendment to Section 3.9 of CCOG Contract. Section 3.9(b), “Termination Rights,” of the CCOG Contract is hereby deleted in its entirety and replaced as follows:¹

Section 3.9. Termination Rights. The Parties will have the termination rights set forth below.

(b) Mutual Consent. ~~This Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.~~ Termination for Convenience. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days’ written notice to the Contractor.

(d) Transfer of Public Records. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

(e) Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

pursuant to any borrowing legislation adopted by the City Commission relative to the Services; and (iii) the City Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Consultant that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

- 15. Amendment to Section 3.15 of CCOG Contract.** Section 3.15, “Governing Law; Invalidity,” of the CCOG Contract is hereby deleted in its entirety and replaced as follows:

3.15. Governing Law and Venue; Waiver of Jury Trial.

A. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

B. Waiver of Jury Trial. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

- 16. Amendment to Section 3.23.** Section 3.23, “Mediation; Arbitration,” of the CCOG Contract is hereby deleted in its entirety.

- 17. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

- 18. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

MARSDEN SOUTH, L.L.C.

By: _____
Tammy Romero
Interim City Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
romerot@miamisprings-fl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT "A"

Cooperative Council of Governments
Group Purchasing Agreement Awarded Pursuant to Request for Proposals No. 2014.04.01

This Amended & Restated Agreement entered into with an effective date of September 1, 2019.

GROUP PURCHASING AGREEMENT

between

Cooperative Council of Governments
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

Scioto Services, LLC
65 Kingston Avenue
Columbus, Ohio 43207

and

Collaborent Group, Ltd.
A Wholly-Owned Subsidiary of Equalis Group LLC
5550 Granite Parkway
Plano, Texas 75024

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THIS AMENDED AND RESTATED GROUP PURCHASING AGREEMENT (this "Agreement"), effective as of September 1, 2019 (the "Effective Date"), is entered into by and between the Cooperative Council of Governments, Inc., an Ohio not-for-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("CCOG"), Collaborent Group, Ltd., a wholly-owned subsidiary of Equalis Group LLC, with its principal place of business at 550 Granite Parkway, Plano, Texas 75024 ("Collaborent"), and Scioto Services, LLC, a Delaware limited liability corporation with its principal place of business at 65 Kingston Avenue, Columbus, Ohio 43207 ("Scioto"). Throughout this Agreement, CCOG, Scioto, and Collaborent **are referred to interchangeably as in the singular "Party" or in the plural "Parties."**

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) **servicing as a lead public agency** ("Lead Public Agency") for Equalis Group ("Equalis Group"), **a national public sector group purchasing organization, by publicly procuring group purchasing agreements** ("Group Purchasing Agreements") for products and services to be made available to current and prospective Equalis Group members.

B. Collaborent is the third-party procurement administrator for, and duly authorized agent of, CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG, at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a particular state, region, territory, and/or country permit, any public sector entity may join Equalis Group **as a member** ("Member"). "Public Sector Entities" **include, but are not** limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, and federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the Code and other applicable law, including private companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Group Purchasing Agreements available through groups and associations ("Association Partners") that contract with Equalis Group for the purpose of providing additional benefits to the members of such Association Partners.

F. **Members, Association Partners, and Association Partners' members are referred to throughout this Agreement as Equalis Group participants** ("Equalis Group Participants").

G. Collaborent actively promotes Group Purchasing Agreements to current and prospective Equalis Group Participants through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Scioto sales representative training, and field sales support (**collectively**, "Collaborent Marketing Services") as more fully defined in Appendix F.

H. CCOG **issued request for proposal ("RFP") #2014.04.1 dated April 14, 2014 for contracting on behalf of the Participants for janitorial services and related products and services (the "Services").**

I. CCOG determined that Scioto submitted the lowest responsive and responsible bid in response to RFP #2014.04.1 for the Services subject to this Agreement.

J. Scioto desires to promote and expand its operations and increase the sales of its Services to public sector, private sector, and not-for-profit organizations through Equalis Group.

K. Scioto is affiliated or under common ownership with a number of operating companies across the United States that provide Services to customers of Scioto and the operating companies subject to this Agreement as defined in Appendix E (**individually, an “Operating Company” and collectively, “Operating Companies”**).

L. CCOG, Scioto, and Collaborant entered into an agreement dated September 1, 2014 (**the “Original Agreement”**) agree to make the Services from Operating Companies available to Equalis Group Participants. By way of this amended and restated Agreement, the Parties are exercising a renewal option in the Original Agreement to continue providing Services to current and prospective Equalis Group Participants that purchase Services from Operating Companies (“Program Participants”) subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. Appendices. Operating Companies agree to provide the Services as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Agreement and the appendices attached hereto and made a part of this **Agreement (if one, an “Appendix” or more, “Appendices”)**, as amended from time to time upon mutual written consent of Operating Companies and Collaborant.

- (i) Appendix A defines the Term of this Agreement and addresses for Notices.
- (ii) Appendix B sets forth the Services and pricing for Services.
- (iii) Appendix C defines **Operating Companies’** reporting requirements.
- (iv) Appendix D **identifies each Party’s** trademarks and logos authorized for use by the other Parties, subject to the terms of this Agreement.
- (v) Appendix E lists the Equalis Group Participants, Prospective Participants, and Operating Companies authorized to utilize this Agreement, as amended from time to time.
- (vi) Appendix F defines the financial terms between the Parties.

2.2. Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.3. Utilization of Services. Purchases of the Services from Operating Companies may be made by any Equalis Group Participant upon execution of such credit applications, forms, agreements, appendices, or other documentation (“Customer Agreements”) as mutually agreed upon by the Program Participant and the Operating Company.

2.4. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, personnel, or specialized equipment which may be required to furnish the Services to Program Participants will be determined by each Operating Company. Operating Companies agree to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Services as specified in Appendix B to all Program Participants throughout the Term of this Agreement, as defined in Appendix A.

2.5. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for the Services are set forth in Appendix B. Operating Companies agree that there are no other applicable rates, fees, charges, or other monetary incentives except those set forth in Appendix B. The Administrative Fees to be paid by Operating Companies to Collaborant are set forth in Appendix E. If the application of any rate, fee, charge, or other monetary incentive as set forth in Appendix F will create a hardship to Operating Companies or CCOG or Collaborant,

the applicable rate, fee, or charge may be equitably adjusted to prevent such hardship pursuant to the terms of Appendix F, upon written agreement of the Parties.

2.6. Publicity & Joint Marketing.

(a) Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Parties.

(b) Joint Marketing / Logo & Name Use. Operating Companies authorize CCOG and Collaborent to use Operating Companies' trademarks and logos identified in Appendix D ("Operating Companies' Trademarks"). CCOG authorizes Operating Companies to use CCOG's trademarks and logos identified in Appendix D ("CCOG's Trademarks"). Collaborent authorizes Operating Companies to use Collaborent's trademarks and logos identified in Appendix D ("Collaborent's Trademarks"). Each Parties' use of such trademarks will be limited solely to joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Services, as well as, each Party can reasonably reject the use of its trademarks or logos by another Party for any reason and at any time.

(c) Use of Name/Logo. Operating Companies authorize CCOG and Collaborent to utilize Operating Companies' Trademarks and name in standard communication, including correspondence, newsletters, and website material. CCOG and Collaborent respectively authorize Operating Companies to utilize CCOG's Trademarks and Collaborent's Trademarks and name in standard communication, including correspondence, newsletters, and website material.

2.7. Participants Subject to this Agreement. The terms and conditions in this Section 2.7 may vary from Operating Company to Operating Company due to the unique geographic territory and go to market strategies of each individual Operating Company. In such event, any variances to this Section 2.7 agreed to by the Parties for a specific Operating Company will be documented in a new Appendix to this Agreement. In the absence of any fully executed amendment to this Section 2.7, the following shall control:

(a) Equalis Group Members. Any Equalis Group Participant specifically identified on Appendix E who purchases Services from Operating Companies subject to this Agreement shall be considered a Program Participant. Any entities not identified on Appendix E, or that become Equalis Group Participants following the Effective Date of this Agreement, may only be added to Appendix E upon the mutual written consent, including via email, by the Chief Operating Officer of Operating Companies and the Executive Vice President of Collaborent. Operating Companies shall not directly solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any bid or request for proposal from any Program Participants identified on Appendix E relating to the acquisition of Services that are available from Operating Companies through this Agreement to such Program Participants unless such Services are made available to such Program Participants through, under, and subject to the terms of this Agreement.

(b) Joint Prospecting. Operating Companies and Collaborent agree to jointly identify and jointly market the Services to prospective Participants identified on Appendix E, as updated from time to time upon the mutual written consent of Operating Companies and Collaborent ("Prospective Participants"). Operating Companies will identify, mark, register, or code each Prospective Participant as an Equalis Group account within its internal tracking system. Any Prospective Participants who become Program Participants during the Term of this Agreement shall be subject to the terms and conditions of this Agreement, including the payment of Administrative Fees as defined in Appendix F. Except as provided herein, Operating Companies shall not directly solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any bid or request for proposal from any Prospective Participants relating to the acquisition of Services that are available from Operating Companies through this Agreement to such Prospective Participants unless such Products & Services are made available to such Prospective Participants through, under, and subject to the terms of this Agreement. From time to time, certain Prospective

Participants may indicate to one or more of the Parties that they cannot or **will not utilize Operating Companies' Services** through this Agreement and/or through Equalis Group. In such circumstances, Operating Companies will promptly notify Collaborant in writing of the situation and Operating Companies and Collaborant agree to remove such Prospective Participants from the registration list and will no longer be subject to the terms of this Agreement or remain registered as a Prospective Participant.

(c) Prospective Participant Registration. Prospective Participants may be identified jointly by Operating Companies and Collaborant, by Operating Companies and proposed to Collaborant, or by Collaborant and proposed to Operating Companies. Any request by either Party to add a Prospective Participant to Appendix E shall be in writing and identify with specificity: (i) the full legal name and address of the Prospective Participant; and, (ii) the name and contact information of the representative of the Prospective Participant (**each, a "Prospective Participant Notice"**). No proposed Prospective Participants shall be approved as Prospective Participants subject to the terms of this Agreement without the prior written approval (including via email) of the Chief Operating Officer of the Operating Companies, and the Executive Vice President of Collaborant. The Party receiving the Prospective Participant Notice will have fifteen (15) days to respond and approve or disapprove of each registration request in writing, including via email. Approval of Prospective Participants shall be in the sole and exclusive discretion of the Party receiving the Prospective Participant Notice. Failure to respond to any Prospective Participant Notice shall be deemed a rejection, in which case such Prospective Participant shall not be added to Appendix E and will not be subject to the terms and conditions of this Agreement. All approved Prospective Participants shall be listed in Appendix E as updated. Operating Companies will provide Collaborant with the name of the Operating **Companies'** branch and **Operating Companies'** sales representative (if applicable) to whom each registered Prospective Participants is assigned, and such information shall also be included in Appendix E.

(d) Equalis Group Membership Agreement. In conjunction with the provision of Customer Agreements to Prospective Participants and/or initiating the sale of Services to Prospective Participants not required to enter into Customer Agreements, Operating Companies will provide the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and direct any Prospective Participants subject to this Agreement who have not already joined Equalis Group to do so in conjunction with executing **Operating Companies'** Customer Agreements and/or beginning to purchase Services from Operating Companies to ensure that Operating Companies and Program Participants are in full compliance with applicable state procurement statutes.

(e) After-Acquired Assets. Notwithstanding anything in this Agreement to the contrary, assets or companies newly acquired by the Operating Companies or their affiliates after the execution of this Agreement shall be excluded from this Agreement, regardless of the geographic location of the assets or companies acquired, unless otherwise agreed in writing by the CEO of the Operating Company and an authorized representative of Collaborant.

SECTION 3. TERMS & CONDITIONS

3.1. Independent Contractors. In the performance of this Agreement, Operating Companies will be independent contractors to CCOG and Collaborant, and will not be or act as, or be deemed to otherwise be an agent, employee, or representative of CCOG, Collaborant, or any Equalis Group Participant. CCOG and Collaborant will be independent contractors to Operating Companies, and will not be or act as, or be deemed to be agents, employees, or representatives of Operating Companies. **Operating Companies' employees will not be deemed to be CCOG's and/or Collaborant's employees or employees of any Equalis Group Participant, and CCOG's and Collaborant's employees will not be deemed to be Operating Companies' employees.** Nothing contained in an Appendix or this Agreement may be construed to be inconsistent with that relationship or status. No Party exercises direct control or supervision over the employees of the other Parties and, in fact, each Party disavows any right to do so, and no Party in any way directs the operations of the other Parties or the manner of **the other Parties'** performance. No partnership, joint venture, or other relationship between the Parties or any Participant is created hereby.

3.2. Operational Control.

(a) Operating Companies Control. As between the Parties, Operating Companies will have sole and exclusive control over the manner in which Operating Company and its employees, subcontractors, and suppliers deliver the Services. Operating Companies will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Operating Companies furnish the types and quantities of Services specified in Appendix B to all Program Participants throughout the Term of this Agreement as established by any executed Customer Agreements between Operating Companies and Program Participants. Such individuals will not be considered employees or subcontractors of CCOG, Collaborent, or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Operating Companies.

(b) Collaborent Control. As between the Parties, Collaborent will have sole and exclusive control over the manner in which Collaborent and its employees, subcontractors, and suppliers deliver the Collaborent Marketing Services. Collaborent will engage, employ, or subcontract with such individuals or other entities as it may deem necessary in connection therewith, provided, however, that Collaborent furnishes the types and quantities of Collaborent Marketing Services specified in Appendix E throughout the Term of this Agreement. Such individuals will not be considered employees or subcontractors of CCOG, Operating Companies, or any Equalis Group Participant, and will be subject to employment or engagement, and discharge, discipline, and control solely and exclusively by Collaborent.

(c) Taxes. Except as otherwise specified herein, each Party will be solely responsible for the payment of any and all wages and fringe benefits, local, state, and federal payroll taxes or contribution of taxes for **unemployment insurance, pensions, workers' compensation, and other Social Security and related protection** with respect to those employees engaged by that Party pursuant to the performance of this Agreement. Each Party will make and submit, in its name, all reports and payments required by federal, state, or local laws related to its employees.

3.3. Technical Systems; Intellectual Property. Operating Companies will retain title to their proprietary systems and methodologies used in connection with the delivery of Services during the course of this Agreement, including, but not limited to, descriptions of the systems or methodologies, document templates, and/or project tools and software, whether owned by Operating Companies or licensed to Operating Companies by a third Party and incorporated into **any sale of Services ("Operating Companies' Systems and Methods")**. Operating Companies shall grant a limited, non-exclusive, revocable license to all Program Participants subject to this Agreement to use **Operating Companies' Systems & Methods** during the Term of this Agreement and for the duration of any Customer Agreements established between Operating Company and a Program Participant to purchase Services subject to the terms of this Agreement until such contracts expire or are terminated.

3.4. Non-Solicitation. During the Term of this Agreement, no Party will knowingly solicit, or cause any other person to knowingly solicit, any employees or contractors of the other Party who are or were employed or engaged on the Effective Date of this Agreement or who became employed or engaged by that Party during the prior twelve (12) months.

3.5. Confidentiality.

(a) Obligation. The nature and details of the business relationship covered by this Agreement, **and the business information regarding the other Party(ies) (the "Disclosing Party") to which a Party(ies) (the "Receiving Party") may become privy during the Term of this Agreement (collectively, the "Information")** constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Party's **Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Party's Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees,**

agents, and subcontractors with a need to know the Information. The foregoing will not limit either Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a service relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, and subcontractors abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this Section will continue in effect for the Term of this Agreement and for a period of two (2) years after the date this Agreement is terminated or expires.

(b) Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as defined in Section 3.15, at the Addresses for Notices set forth in Appendix A of such threatened disclosure and the right to defend against such disclosure, at its expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

3.6. Indemnification.

(a) Operating Company Indemnification. Except as otherwise provided herein and to the extent permitted by law, Operating Company **shall indemnify, defend, and hold harmless** (“Indemnifying Party”) CCOG and Collaborent, and their respective officers, directors, employees, subcontractors, agents, and all Equalis Group **Participants subject to this Agreement (the “Indemnified Party”)** **from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses** (including costs of defense, settlement, **and reasonable attorneys’ fees**), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury **(including death) suffered by any person including the Indemnified Party (“Losses”)** **to the extent they are** caused by gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such **Indemnifying Party’s gross negligence, willful misconduct, noncompliance with applicable laws, or strict products liability.**

(b) CCOG Indemnification. Except as otherwise provided herein and to the extent permitted **by law, CCOG shall indemnify, defend, and hold harmless** (“Indemnifying Party”) Operating Company, its officers, directors, employees, subcontractors, and agents **subject to this Agreement (the “Indemnified Party”)** **from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses** (including costs of defense, settlement, **and reasonable attorneys’ fees**), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party **(“Losses”)** **to the extent they are caused by** gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such **Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.**

(c) Collaborent Indemnification. Except as otherwise provided herein and to the extent permitted by law, Collaborent **shall indemnify, defend, and hold harmless** (“Indemnifying Party”) Operating Company, its officers, directors, employees, subcontractors, and agents **subject to this Agreement (the “Indemnified Party”)** **from and against any and all liabilities, damages, fines, penalties, costs, claims, interest,**

and expenses (including costs of defense, settlement and reasonable attorneys' fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party ("**Losses**") **to the extent they are caused by** gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its agents, employees, and subcontractors. With respect to a claim under this Agreement, the liability of the Indemnifying Party is limited to the extent of such Indemnifying Party's **gross negligence**, willful misconduct, or noncompliance with applicable laws.

3.7. Notice & Opportunity to Defend: Limitations & Thresholds.

(a) Notice; Opportunity. If any Losses are asserted against an Indemnified Party, such Indemnified Party will notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party will be entitled to assume the defense thereof, and the Indemnifying Party will be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including **reasonable attorneys' fees and settlement** payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance will not be unreasonably withheld.

(b) Liability. Notwithstanding any other provision of this Agreement, no Party shall be liable for any indirect, consequential, incidental, exemplary, or punitive damages including, without limitation, business interruption, lost business, or lost profit damages, even if such Party has been advised of the possibility of such damages in advance. Indemnity obligations entered into hereunder will be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party will be subrogated to all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

3.8. Operating Company Insurance. During the Term of this Agreement, Operating Company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in Operating Companies' performance of its duties under this Agreement, maintain general liability insurance and property insurance providing protection as defined herein applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Agreement, or any Appendix, and with respect to, or arising out of, Operating Companies' provision of Services to Program Participants. CCOG, Collaborent, Equalis Group LLC, and their respective officers, directors, employees, and agents will be named as additional insureds on Operating Companies' related insurance policies. All such insurance policies will incorporate a provision requiring the giving of written Notice, as defined in Section 3.13, to CCOG and Collaborent at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Operating Company shall submit to CCOG and Collaborent within ten (10) calendar days after the Effective Date of this Agreement, and prior to furnishing Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Operating Company shall provide such valid certificates on an annual basis until the terms of this Section 3.8 are no longer applicable.

(a) General Liability. Coverage must be provided for General Liability and Occurrence Form with the following minimum limits for each Program Participant:

- General Aggregate \$2,000,000
- Products Completed/Aggregation Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

(b) Automobile Liability. Coverage must be provided for Any Auto with a minimum combined single limit of \$1,000,000 for each Program Participant.

(c) Excess Liability. Coverage must be provided through an Umbrella Form or similar form with a minimum limit of \$1,000,000 for each Program Participant for a) each occurrence, and b) in the aggregate.

(d) Worker's Compensation & Employer's Liability. Coverage must be provided for **worker's compensation and employer's liability coverage that meets statutory requirements and includes stop gap Liability** as follows for each Program Participant:

- Bodily Injury by Accident \$1,000,000 each accident
- Bodily Injury by Disease \$1,000,000 policy limit
- Bodily Injury by Disease \$1,000,000 each employee

(e) Third Party Employee Dishonesty. Operating Company shall be held fully liable for any **and all dishonest acts of its employees and/or its subcontractor's employees**. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of Operating Companies, in an amount not less than \$100,000 per occurrence for each Program Participant.

3.9. Termination Rights. The Parties will have the termination rights set forth below.

(a) Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Agreement upon giving at least five (5) calendar days prior written Notice of such termination.

(b) Mutual Consent. This Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

(c) Breach. In the event that any Party commits a material breach of its obligations under this Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Agreement upon ten (10) calendar days written Notice at the Addresses for Notices set forth in Appendix A.

3.10. Effects of Termination.

(a) Insolvency or Breach of CCOG or Collaborent. Upon termination of this Agreement as a result of the insolvency of CCOG or Collaborent as defined in Section 3.9 (a) or breach of CCOG or Collaborent as defined in Section 3.9 (c), ongoing Administrative Fee payments from Operating Company to Collaborent will cease as of the date of termination; Operating Company must nonetheless pay to Collaborent, or such other party as ordered by a court of competent jurisdiction, in full any Administrative Fee payments, as set forth in Appendix E, owed to Collaborent through the date of the termination.

(b) Insolvency or Breach of Operating Companies. Upon termination of this Agreement as a result of the insolvency of Operating Companies as defined in Section 3.9 (a) or breach of Operating Companies as defined in Section 3.9 (c), Operating Companies must continue making Administrative Fee

payments, as set forth in Appendix E, to Collaborant that are generated by individual Program **Participant's** utilization of the Services throughout the term of each individual Program **Participant's** Customer Agreement with Operating Companies, to the extent that Operating Companies continue to generate revenue from each Program Participant.

(c) End of Term. If this Agreement is terminated due to expiration of this Agreement, Operating Companies must continue making Administrative Fee payments, as set forth in Appendix E, to Collaborant **that are generated by individual Program Participant's utilization of the Services throughout the term of each individual Program Participant's Customer Agreement with Operating Companies, to the extent that Operating Companies continue to generate revenue from each Program Participant.**

(d) Mutual Written Consent. Upon termination of this Agreement as a result of the mutual written agreement of the Parties, Operating Companies will continue to pay all Administrative Fees generated by each individual Program **Participant's utilization of the Services** as set forth in Appendix E for a period of one (1) year from the date of termination to the extent that Operating Companies continue to generate revenue from each Program Participant.

3.11. Audit of Operating Companies. CCOG and Collaborant will have the right, at their sole expense, to perform audits, including inspection of books, records, and computer data relevant to **Operating Companies'** provision of the Services, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Operating Companies and so as not to unreasonably interfere with Operating Companies' **business or operations**.

3.12. Force Majeure. This Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, fire, flood, labor disorder not caused by Operating Companies, civil commotion, closing of the public highways not caused by Operating Companies, government interference, government regulations, or any other event or occurrence beyond the reasonable control **of the affected Party** ("Event of Force Majeure"). **No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Agreement or any Appendix is so temporarily suspended;** provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement. If the provision of Services are impeded due to an Event of Force Majeure, then Operating Companies may apportion the provision of Services among its present and future customers on a fair and reasonable basis after consulting with Collaborant and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect the Program Participants.

3.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted **hereunder ("Notice") must be in writing and will be deemed given to the addresses set forth in Appendix A** (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), (c) upon transmission if sent to the recipient by facsimile transmission or electronic mail, if immediately confirmed by telephone or electronic means, or (d) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

3.14. Waiver. Other than the rights and obligations with respect to payment provided by this Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Agreement.

3.15. Governing Law: Invalidity. This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Agreement is held invalid, then the remainder of this Agreement will continue in force as if the invalidated provision did not exist.

3.16. Modification. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Agreement, or any of the Appendices incorporated herein, will be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

3.17. Assignment. This Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Operating Companies and Collaborent may assign their respective rights and obligations under this Agreement without the consent of the other Parties in the event either Operating Companies or Collaborent shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this GP Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 3.17 will be null and void. This Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

3.18. No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties will remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

3.19. Entire Agreement. This Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party. Operating Companies' complete RFP response is hereby incorporated into and made part of this Agreement.

3.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each Party and delivered to the other Parties. For purposes of this Agreement, a facsimile or electronic signature will be deemed an original signature.

3.21. Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of the Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

3.22. Severability. If any part, term, or provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, the remainder of this Agreement will remain in full force and effect.

3.23. Mediation: Arbitration.

(a) Mediation. Any claim or controversy related to or arising out of this Agreement, whether in **contract or tort ("Dispute")**, **will be resolved on a confidential basis according to the following process**, which any Party may start by delivering to the other Party(ies) a written Notice describing the Dispute and the amount involved ("Demand"). **After receipt of a Demand, the Parties shall continue to perform all obligations as**

required under this Agreement, notwithstanding the existence of the Dispute. Authorized representatives of the Parties shall meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation.

(b) Unsuccessful Mediation. If the Dispute remains unresolved forty-five (45) days after the receipt of the Demand, any Party(ies) shall submit their Dispute to binding arbitration under the Commercial Arbitration Rules of the AAA. The arbitration will be before one (1) arbitrator; however, before the selection of the arbitrator, a Party (whose identity will not be revealed to the arbitrators) may require, at its sole additional expense, a three (3) arbitrator panel, of which at least one arbitrator will be an attorney. No statements by, or communications between, the Parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. The arbitrator(s) will have no authority to award punitive damages or any other **monetary relief not measured by the prevailing Party's(ies)' actual damages** (adjustments for time value of money permitted), and will not make any decision inconsistent with the terms and conditions of this Agreement. **Each Party will bear its internal expenses and attorneys' fees and expenses.**

(c) Privileged. The settlement mediation and any arbitration will be compromise negotiations and all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation or arbitration by any of the Parties, their agents, employees, experts, and attorneys or by the mediator or arbitrator, will be confidential, privileged, and inadmissible for any purpose, including impeachment under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions, and in any judicial or arbitration proceeding.

(d) Joinder. Any Party(ies) may join any other Party(ies) in the Arbitration Proceeding that any Party(ies) deems necessary to reach a complete adjudication of any Dispute arising under the terms of this Agreement and related to the Services furnished to any Participants pursuant to this Agreement.

(e) Other Suits. Nothing in this Section 3.23 will preclude any **Party's recourse to a court of competent jurisdiction** to: (a) enforce the terms of, or an arbitration under, this Section 3.23; (b) seek temporary equitable relief or specific performance necessary to protect its interests; or (c) recover specific property, including an action in replevin.

3.24. Nondiscrimination & Intimidation.

(a) Operating Companies expressly agrees that in the hiring of employees for the performance of work or services under this Agreement or any subcontract, Operating Companies, their subcontractors, or any person acting on **Operating Companies'** or their **subcontractor's behalf shall** not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) Operating Companies expressly agree that Operating Companies, any of its subcontractors, or any person on behalf of Operating Companies or their subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

(c) Operating Companies expressly agree to include the provisions of this Section 3.24 in each of their written Subcontractor agreements for the Services subject to this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE COOPERATIVE COUNCIL OF GOVERNMENTS,
INC.

By: DocuSigned by:
Scott Morgan
8C88B69A31AC414...

Printed Name: Scott A. Morgan

As: Board President

Date: 4/13/2021

SCIOTO SERVICES, LLC

By: DocuSigned by:
Chip Niswonger
11D264E6CDF433...

Printed Name: Chip Niswonger

As: President & COO

Date: 4/13/2021

COLLABORENT GROUP, LTD.

By: _____

Printed Name: David J. Akers

As: President & CEO

Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

1. The Term.

This Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Agreement will remain in effect for three (3) years and expire on August 31, 2022 (the "Termination Date") **unless extended or unless otherwise terminated or cancelled as set forth in the Agreement (the "Initial Term"). This Agreement may be renewed for one (1) additional three (3) year period at any time by the mutual written consent of the Parties for any period of time (the "Renewal Term") unless this Agreement is terminated as set forth herein pursuant to Section 3.9.** The Initial Term and the first renewal term together with any Renewal Term exercised are hereinafter collectively referred to as the "Term."

2. Addresses for Notices.

a. If to CCOG:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

b. If to SCIOTO SERVICES, LLC:

Steve Niswonger
Senior Vice President
65 Kingston Avenue
Columbus, Ohio 43207
614-299-9561
steve.niswonger@sciotoservices.com

and with copy to:

Damon Fraser
General Counsel
2124 University Ave
St Paul MN 55114
dfraser@marsden.com

c. If to COLLABORENT:

Collaborent Group, Ltd.
Attn: David Robbins
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002
Email: DRobbins@EqualisGroup.org

APPENDIX B: SERVICES & PRICING

This Appendix B defines the Services and associated pricing available to Equalis Group Participants through this Agreement. This Appendix B may be modified at any time with the mutual written consent of the Operating Companies and Collaborant.

1. **Operating Companies' Services**. Operating Companies offer a variety of Services that are related to maintaining facilities. These services are categorized as follows:
 - a) Janitorial Services
 - b) Security Services
 - c) Mechanical Services
 - d) Specialty Services

The exact composition and combination of Services, as further described below, made available to an individual Program Participant will vary depending upon numerous Program Participant-specific variables, including, but not limited to, the particular Services required, the unique requirements of each Program Participant, the scope and/or frequency of the specific Services required, and the geographic location of the Program Participant.

- 1.1. **Janitorial Services**. Operating Companies offer full service professional janitorial services ("Janitorial Services"). Janitorial Services includes multiple shift operations, carpet cleaning, hard surface floor care, and associated supplies and equipment. Operating Companies focus relentlessly on customer satisfaction by reducing the turn-over of front-line associates and increasing training and management they receive. Operating Companies utilize several processes to support the effective execution of Janitorial Services, including:
 - a) Highly selective hiring process.
 - b) Robust training of new and current employees.
 - c) Above-market compensation to attract and retain higher quality employees.
 - d) Reduced front-line associate turnover, well below industry averages, thereby improving continuity and consistency for Participants.
 - e) Automated time-keeping software, with full Participant visibility in real-time to:
 - (i) Ensure in real-time that the right Operating Companies' employees show up to the right Program Participant locations at the right time
 - (ii) Enable Operating Companies to allocate back-up resources in real-time if an assigned employee is not available to perform the contracted Janitorial Services
 - f) Sophisticated work order system to manage on-the-job responsibilities, report complaints, and manage complaint resolution through satisfactory conclusion, with full Program Participant visibility in real-time
 - g) Allocation of more and better-trained management resources than the industry standard to deliver higher quality Janitorial Services.

Operating Companies have developed these processes over decades of service delivery in support of **Operating Companies' business model to deliver the best People, Process, and Management to Participants.**

- 1.2. **Security Services**. Operating Companies **provide a full range of security services** ("Security Services"), including, but not limited to:
 - a) Guard Service 1 – on-site security guards with limited interdiction authority.
 - b) Guard Service 2 – on-site security guards authorized to restrain.
 - c) Guard Service 3 – on-site security guards authorized to carry weapons and utilize force when necessary.
 - d) Security Consulting – includes facility assessments, risk identification and mitigation, design and installation of security systems and technology, and related services.

- e) Security Training – a wide range of training for existing Program Participant security personnel and other on-site staff.
 - f) Software – a wide range of proprietary and licensed security software tools.
- 1.3. Mechanical Services. Operating Companies provide a full range of **mechanical services** (“Mechanical Services”), **including**, but not limited to:
- a) On-site Maintenance Personnel – may be provided full-time or as needed depending upon unique Participant requirements and geographic location.
 - b) HVAC Design Build Services – from concept through design through installation.
 - c) Calibration – calibration of HVAC and other mechanical and/or precision equipment.
 - d) Marsden Clean Air
- 1.4. Specialty Services. **Operating Companies provide a full range of related specialty services** (“Specialty Services”). Specialty Services are typically customized project work based on each Program **Participant’s** unique needs and include, but are not limited to:
- a) Hard surface floor cleaning / refinishing
 - b) Carpet Cleaning
 - c) MRSA & COVID-19 clean-ups
 - d) Surgical Terminal Cleaning
 - e) Grout Cleaning / Repair
 - f) Concrete installation / Repair
 - g) Concrete polishing
 - h) Encase grout restoration
 - i) Construction clean-up
 - j) Cryogenic cleaning
 - k) Power washing
 - l) High cleaning
 - m) Window cleaning
 - n) Graffiti removal
 - o) Exterior building cleaning
 - p) Painting
 - q) Epoxy and urethane floor coatings
 - r) Industrial Cleaning: pit, paint booth, and welding slag cleaning, equipment cleaning

2. Pricing for Services.

Operating Companies price Services for each Equalis Group Participant on a case-by-case basis. The specific pricing for specific Services will vary depending upon numerous variables, including the particular Services required, the unique requirements of each Equalis Group Participant, the scope and/or frequency of the specific Services required, and the geographic location of the Equalis Group Participant.

Operating Companies provide pricing for each Equalis Group Participant utilizing a full disclosure (“Full Disclosure”) **pricing model. Under Operating Companies’ Full Disclosure pricing, Equalis Group Participants see Operating Companies’ actual costs for providing the Services, the overhead allocation, and Operating Companies’ profit margin** on a per job, per Equalis Group Participant basis. The table below provides an example of a Full Disclosure pricing model submitted as specific pricing to provide Janitorial Services across more than 29 locations and 750,000 square feet for an Equalis Group Participant as part of the RFP:

Full Disclosure Format							
LABOR CONTENT	Employees	Wkly Hrs	Monthly Hrs.	Annual Hrs.	Rate	Monthly Cost	Annual Cost
Head Manager (Non-Working)	1	40	173	2080	\$ 26.44	\$ 4,583	\$ 55,000
Supervisor	2	80	347	4160	\$ 15.00	\$ 5,200.00	\$ 62,400
Director of Operations (James Rice)	1	8	35	416	\$ 52.92	\$ 1,835	\$ 22,015
Day - Utility - Part Time	1	20	87	1040	\$ 10.15	\$ 880	\$ 10,556
Day - Utility - Part Time	1	20	87	1040	\$ 10.15	\$ 880	\$ 10,556
Day - Utility - Full Time (Admin Bldg)	1	40	173	2080	\$ 10.15	\$ 1,759	\$ 21,112
General Cleaners - Zone 1 -3 (2nd Shift)	65	913.5	3959	47502	\$ 9.90	\$ 39,189	\$ 470,270
General Cleaners - Zone 4 (2nd Shift)	21	569	2466	29588	\$ 9.80	\$ 24,164	\$ 289,962
2nd Shift Tproject / Leads	2	80	347	4160	\$ 12.00	\$ 4,160	\$ 49,920
			0	0		\$ -	\$ -
Grand Total Labor	95	1,771	7,672	92,066			
Grand Total Costs						\$ 82,649	\$ 991,791
EMPLOYEE TAXES-INSURANCE	% Of Labor	Monthly Cost	Yearly Cost				
FICA	7.65%	\$ 104.00	\$75,872.01				
F.U.I.	0.80%	\$ 6,170.67	\$7,934.33				
S.U.I.	2.21%	\$ 1,826.55	\$21,918.58				
Liability Insurance	0.75%	\$ 619.87	\$7,438.43				
Workers Compensation	6.25%	\$ 5,165.58	\$61,986.93				
Total Costs	17.66%	\$13,886.66	\$175,150.28				
OTHER OPERATING COST	% of Labor	Monthly Cost	Yearly Cost				
Cleaning Supplies	6.20%	\$5,122.00	\$61,464.00				
Equipment	3.18%	\$2,627.00	\$31,524.00				
Hiring Costs, Benefits	1.24%	\$1,021.00	\$12,252.00				
Phone, Tablet	0.67%	\$550.00	\$6,600.00				
Uniforms	1.20%	\$995.00	\$11,940.00				
Total Operating Cost	12.48%	\$10,315.00	\$123,780.00				
OVERHEAD PROFIT, TOTAL	% of Revenue	Monthly Cost	Yearly Cost				
Overhead Margin	10.14%	\$39,875.00	\$152,365.95				
Profit Margin	4.00%	\$5,270.00	\$60,128.63				
Total Cost			\$125,268	\$1,503,216			

APPENDIX C: OPERATING COMPANIES' REPORTING REQUIREMENTS

This Appendix C defines Operating Companies' **monthly reporting requirements**. This Appendix C may be modified at any time with the mutual written consent of Operating Companies and Collaborent.

1. Monthly Reporting.

Operating Companies shall electronically provide Collaborent with a detailed line item monthly report showing the dollar volume of all Program Participant Services sales invoiced under this Agreement during the previous month. Reports shall be sent via e-mail to Collaborent offices at info@equalisgroup.org. Reports are due on the fifteenth (15th) day after the end of the previous month. It is the responsibility of Operating Companies to collect and compile all sales under this Agreement from Program Participants and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

2. CCOG and Collaborent Audit of Operating Companies' Reporting.

CCOG and Collaborent, at their own expense, will have the right to perform audits of **Operating Companies'** reporting and Administrative Fee payments following the delivery of each report as described in this Appendix C, including inspection of books, records, and computer data relevant to Operating Companies' provision of the Services to Program Participants under this Agreement to ensure that the provisions of this Agreement are met; provided, however, that such audits will be conducted upon reasonable notice to Operating Companies and as not to unreasonably interfere with Operating Companies' **business or operations**.

APPENDIX D: TRADEMARKS & LOGOS

This Appendix D lists the trademarks and logos subject to this Agreement per the terms of Section 2.5. This Appendix D may be modified at any time with the mutual written consent of the Parties.

1. Operating Companies' Trademarks & Logos.

Word Marks:

- Scioto Services
- Scioto Services, LLC
- Scioto
- Marsden
- Marsden Services
- Marsden Services, LLC

Stylized Marks & Logos:



2. CCOG's Trademarks & Logos.

Word marks:

- The Cooperative Council of Governments, Inc.
- CCOG

Stylized Marks and Logos:

Not applicable.

3. CCOG's Trademarks & Logos.

Word marks:

- Equalis Group LLC
- Equalis Group
- Equalis
- Collaborent Group, Ltd.
- Collaborent
- Sourcing Alliance

Stylized Marks and Logos:



APPENDIX E: EQUALIS GROUP PARTICIPANTS, PROSPECTIVE PARTICIPANTS & OPERATING COMPANIES

The following document, as amended from time to time by the mutual written agreement of the Parties, is hereby incorporated by reference in this Agreement: *Agreement - Scioto Services and Equalis Group GPO (Group Purchasing) - 2019.09.01 (Appendix E – Participants).xlsx*. This Appendix E may be modified at any time with the mutual written and signed consent of the Operating Companies and Collaborent.

1. Equalis Group Participants. Equalis Group Participants, pursuant to Section 2.7 (a), are listed in the first tab of the referenced document and are subject to the terms and conditions of this Agreement.
2. Prospective Participants. Pursuant to Section 2.7 (c), Prospective Participants approved by Operating Companies and Collaborent are listed in the second tab of the referenced document and are subject to the terms and conditions of this Agreement.
3. Operating Companies. Operating Companies eligible to utilize this Agreement are listed in the third tab of the referenced document and are subject to the terms and conditions of this Agreement. Such Operating Companies may be added to this Appendix E and become subject to this Agreement based upon mutual written consent of the CEO of the Operating Company and an authorized representative of Collaborent.
4. **Existing Operating Companies' Clients**. Pursuant to Section 2.7, **existing Operating Companies' Clients** not subject to the terms and conditions of this Agreement, regardless of whether now or in the future they become an Equalis Group Participant, are listed in the fourth tab of the referenced document. In the event any existing **Operating Companies' Clients are also identified as Prospective Participants on the second tab of the above-referenced Appendix E**, only the additional services specifically identified for each such Prospective Participant and purchased after the date of this Agreement shall be subject to the terms and conditions of this Agreement. **Operating Companies' services to their existing clients as of the date of this Agreement, or that are not specifically described on Appendix E**, are not subject to the terms and conditions of this Agreement.

APPENDIX F: FINANCIAL TERMS & COLLABORENT MARKETING SERVICES

This Appendix F defines i) the financial terms between Operating Companies and Collaborent, and ii) Collaborent Marketing Services. This Appendix F may be modified and at any time with the mutual written consent of the Operating Companies and Collaborent.

1. Administrative Fee.

On or before the fifteenth (15th) of each month, each Operating Company participating in this Agreement will remit to Collaborent an administrative fee payment (the “Administrative Fee”) as a percentage of the total Operating Company’s revenue invoiced to Program Participants during the prior calendar month as defined in the following table titled “*Equalis Group Administrative Fee - Participant Leverages Piggybackable Agreement*”. This Administrative Fee table applies to new business accounts as well as renewal accounts. The Parties acknowledge and agree that certain sales opportunities may require pricing that would not support the Administrative Fee. In such situations, the Operating Company and Collaborent shall meet and mutually agree on a modified Administrative Fee between point five percent (.5%) and four percent (4%). This adjustment will be based on deviated, more aggressive pricing for a variety of reasons, including, but not limited to, the size of the opportunity, the unique requirements of a particular Equalis Group Participant, one-time discounting or other price reductions from competitors, and/or the blend of Services required by the Equalis Group Participant. In such circumstances, the Operating Companies and/or the appropriate Operating Company and Collaborent will use best efforts to determine an appropriate adjusted Administrative Fee prior to Operating Company submitting a pricing proposal to the Equalis Group Participant. Operating Companies and Collaborent agree that any such Administrative Fee adjustment will be commensurate with adjustments to Operating Company’s margin (net of reasonable overhead) on a pro rata basis.

In the event that Operating Companies secure business with a Participant subject to this Agreement by competing in and winning a formal request for proposal (“RFP”) or competitive bid (“Bid”) process in accordance with applicable public sector procurement guidelines, then the Administrative Fee due and payable to Collaborent will be calculated as indicated in the table titled “*Equalis Group Administrative Fee - Operating Company Wins Participant Formal Bid/RFP*”.

**Equalis Group Administrative Fee -
Participant Leverages Piggybackable Agreement**

Operating Company Gross Margin*	Estimated Annual Contract Value		
	Above \$800,000	\$300,000 through \$800,000	Below \$300,000
20%	4.0%	3.6%	3.2%
19%	3.8%	3.4%	3.0%
18%	3.6%	3.2%	2.8%
17%	3.4%	3.0%	2.6%
16%	3.2%	2.8%	2.4%
15%	3.0%	2.6%	2.2%
14%	2.9%	2.4%	2.0%
13%	2.8%	2.2%	2.0%
12%	2.5%	2.0%	2.0%
11%	2.4%	2.0%	2.0%
10%	2.0%	2.0%	2.0%
9%	1.9%	1.8%	1.8%
8%	1.8%	1.6%	1.6%
7%	1.5%	1.4%	1.4%
6%	1.5%	1.2%	1.2%
5%	1.0%	1.0%	1.0%
4%	1.0%	0.8%	0.8%
3%	1.0%	0.6%	0.6%
2%	1.0%	0.5%	0.5%

**Equalis Group Administrative Fee -
Operating Company wins Participant Formal Bid/RFP**

Operating Company Gross Margin*	Estimated Annual Contract Value		
	Above \$800,000	\$300,000 through \$800,000	Below \$300,000
20%	2.00%	1.80%	1.60%
19%	1.90%	1.70%	1.50%
18%	1.80%	1.60%	1.40%
17%	1.70%	1.50%	1.30%
16%	1.60%	1.40%	1.20%
15%	1.50%	1.30%	1.10%
14%	1.45%	1.20%	1.00%
13%	1.40%	1.10%	1.00%
12%	1.25%	1.00%	1.00%
11%	1.20%	1.00%	1.00%
10%	1.00%	1.00%	1.00%
9%	0.95%	0.90%	0.90%
8%	0.90%	0.80%	0.80%
7%	0.75%	0.70%	0.70%
6%	0.75%	0.60%	0.60%
5%	0.50%	0.50%	0.50%
4%	0.50%	0.50%	0.50%
3%	0.50%	0.50%	0.50%
2%	0.50%	0.50%	0.50%

2. Other Terms & Conditions.

- 2.1. Sales Representative Compensation. Operating Companies will not reduce the sales commission paid to its sales representatives for sales to Participants as the result of the payment of the Equalis Group Administrative Fee.
- 2.2. Printing & Postage Costs. Operating Companies will pay 100% of the print and postage costs of any direct mail programs to Prospective Participants as mutually approved by both the Operating Company and Collaborant. This expense is not expected to exceed \$2,000/year per Operating Company. Operating Companies may utilize their own printing company and pay postage costs directly or request that Collaborant manage the printing and production of direct mail pieces, in which case Collaborant will invoice Operating Companies for the actual out-of-pocket printing and postage costs incurred by Collaborant. Collaborant will incur the costs associated with the design and development of marketing materials for direct mail campaigns.

3. Collaborant Marketing Services.

- 3.1. Operating Companies Sales Representative Training. Collaborant will develop, subject to Operating Companies' approval, various sales training and marketing collateral to promote this Agreement and Operating Companies' Services. Collaborant will i) conduct periodic sales trainings with Operating Companies' sales representatives assigned to sell Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with Prospective Participants, with particular focus on the procurement process that led to the establishment of this Agreement, the legal ability for Equalis Group Participants and Prospective Participants in any state to purchase Services through this Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Operating Companies, and iii) attend at least one Operating Companies company-wide sales and/or leadership meeting per year.
- 3.2. Sales Support. Equalis will engage in Operating Companies sales efforts through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) engage with Equalis Group Participants and Prospective Participants during the sales process to address questions relating to the procurement process, legal authority to purchase through this Agreement, and program design, and v) **trainings for Equalis Group Participants' teams.**
- 3.3. Marketing. Collaborant will incorporate information about the Services into **Equalis Group's** website and general collateral materials. Collaborant and Operating Companies will jointly develop and approve marketing materials to promote the Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Collaborant will market the Services to Equalis Group Participants as part of **Equalis Group's** ongoing marketing activities; these marketing efforts will consist of a combination of i) general marketing of all **of Equalis Group's Group Purchasing Agreements**, including **Operating Companies' Services**, ii) **marketing of Operating Companies' Services** specifically and/or as part of a package of selected Group Purchasing Agreements to targeted Equalis Group Participants and Prospective Participants, and iii) attending trade shows, conferences, and meetings.

Amendment 1 to Group Purchasing Agreement

This First Amendment (this “**Amendment 1**”) to the Amended & Restate Group Purchasing Agreement (the “**GP Agreement**”) dated September 1, 2019, between The Cooperative Council of Governments, Inc. (“**CCOG**”), Scioto Services, LLC, (“**Scioto**”), and Equalis Group LLC (“**Equalis Group**”) is made and entered into as of the 1st day of September 2022 (the “**Amendment 1 Effective Date**”) by and between CCOG, Scioto, and Equalis Group LLC.

RECITALS

- A.** The Parties hereto entered into that certain GP Agreement, dated as of September 1, 2019, and the Parties desire to renew and amend the GP Agreement, on the terms and conditions as provided herein.
- B.** Collaborent and Sourcing Alliance were acquired by Equalis Group LLC on March 31, 2020. Collaborent is a wholly owned subsidiary of Equalis Group LLC and Sourcing Alliance is now operating under the name “**Equalis Group**”, a national public sector group purchasing organization.
- C.** The Parties hereto agree that the GP Agreement is amended as stated herein and that this Amendment 1 shall be incorporated into the GP Agreement and made a part thereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

1. Unless specifically defined herein, all capitalized terms shall have the same meaning as defined in the GP Agreement.
2. By way of this Amendment 1, the GP Agreement is renewed for three (3) years until August 31, 2025.
3. Delete the entirety of **Section 2.1(v)** and replace with the following:

Appendix E lists the Operating Companies authorized to utilize this Agreement, as amended from time to time.
4. Delete and replace text in **Section 2.7(a)** with:

Equalis Group Members. Any Equalis Group Participant who purchases Services from Operating Companies utilizing the GP Agreement shall be considered a Program Participant. Equalis Group shall not be entitled to any Administrative Fee if an Equalis Group Member purchases Services from Operating Companies without utilizing the GP Agreement.
5. Delete the entirety of **Section 2.7(b)**.
6. Delete the entirety of **Section 2.7(c)**.
7. Notwithstanding anything in the GP Agreement to the contrary (including its appendices), Scioto and the Operating Companies shall not owe any Administrative Fee to Equalis Group in the event that Scioto or the Operating Company secures business by competing in and winning a formal request for proposal (“**RFP**”) or competitive bid (“**Bid**”) process.
8. Delete and replace text in **Appendix E** as follows:

APPENDIX E: OPERATING COMPANIES

The following document, as amended from time to time by the mutual written agreement of the Parties, is hereby incorporated by reference in this Agreement: **Agreement - Scioto Services and Equalis Group (Group Purchasing) - 2022.09.01 (Appendix E - Operating Companies).xlsx**. This **Appendix E** may be modified at any time with the mutual written and signed consent of the Operating Companies and Equalis Group.

1. **Operating Companies.** Operating Companies eligible to utilize this Agreement are listed in the referenced document and are subject to the terms and conditions of this Agreement. Such Operating Companies may be added to this **Appendix E** and become subject to this Agreement based upon mutual written consent of the CEO of the Operating Company and an authorized representative of Equalis Group.
9. Delete and replace text in **Appendix F, Section 1 – Administrative Fee** as follows:
1. **Administrative Fee.**

On or before the 15th of each month, each Operating Company participating in this Agreement will remit to Equalis Group an administrative fee payment (the “**Administrative Fee**”) as a percentage of the total Operating Company’s revenue invoiced to Program Participants during the prior calendar month as defined in the following table titled “**Equalis Group Administrative Fee - Participant Leverages Piggybackable Agreement**”. This Administrative Fee table applies to new business accounts as well as renewal accounts. The Parties acknowledge and agree that certain sales opportunities may require pricing that would not support the Administrative Fee. In such situations, the Operating Company and Equalis Group shall meet and mutually agree on a modified Administrative Fee between point five percent (.5%) and four percent (4%). This adjustment will be based on deviated, more aggressive pricing for a variety of reasons, including, but not limited to, the size of the opportunity, the unique requirements of a particular Equalis Group Participant, one-time discounting or other price reductions from competitors, and/or the blend of Services required by the Equalis Group Participant. In such circumstances, the Operating Companies and/or the appropriate Operating Company and Equalis Group will use best efforts to determine an appropriate adjusted Administrative Fee prior to Operating Company submitting a pricing proposal to the Equalis Group Participant. Operating Companies and Equalis Group agree that any such Administrative Fee adjustment will be commensurate with adjustments to Operating Company’s margin (net of reasonable overhead) on a pro rata basis.

In the event that an Operating Companies secure business with a Participant by competing and winning a formal request for proposal (“**RFP**”) or competitive bid (“**Bid**”) process in accordance with applicable public sector procurement guidelines, then there will be no Administrative Fee due to Equalis Group.

**Equalis Group Administrative Fee -
Participant Leverages Piggybackable Agreement**

Operating Company Gross Margin*	Estimated Annual Contract Value		
	Above \$800,000	\$300,000 through \$800,000	Below \$300,000
20%	4.0%	3.6%	3.2%
19%	3.8%	3.4%	3.0%
18%	3.6%	3.2%	2.8%
17%	3.4%	3.0%	2.6%
16%	3.2%	2.8%	2.4%
15%	3.0%	2.6%	2.2%
14%	2.9%	2.4%	2.0%
13%	2.8%	2.2%	2.0%
12%	2.5%	2.0%	2.0%
11%	2.4%	2.0%	2.0%
10%	2.0%	2.0%	2.0%
9%	1.9%	1.8%	1.8%
8%	1.8%	1.6%	1.6%
7%	1.5%	1.4%	1.4%
6%	1.5%	1.2%	1.2%
5%	1.0%	1.0%	1.0%
4%	1.0%	0.8%	0.8%
3%	1.0%	0.6%	0.6%
2%	1.0%	0.5%	0.5%

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 1 to be executed by their duly authorized representatives as of the Amendment 1 Effective Date.

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

By: *Scott A. Morgan*
Scott A. Morgan (Sep 14, 2022 14:53 EDT)

Printed Name: Scott A. Morgan

As: Board President

Date: Sep 14, 2022

SCIOTO SERVICES, LLC

DocuSigned by:
By: 
9F0E3BA01CEE46C...

Printed Name: Derek Pedlar

As: Corporate Vice President

Date: 9/14/2022

EQUALIS GROUP LLC

By: *Eric Merkle*

Printed Name: Eric Merkle

As: EVP, Procurement & Operations

Date: Sep 14, 2022

Agreement - Scioto Services and Equalis Group (Group Purchasing) - 2019.09.01 (Amendment 1) - FINAL_

Final Audit Report

2022-09-14

Created:	2022-09-14
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArpr0KoL476W7j_17AmDHuFI59xF7iwHy


"Agreement - Scioto Services and Equalis Group (Group Purchasing) - 2019.09.01 (Amendment 1) - FINAL_" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2022-09-14 - 5:19:38 PM GMT- IP address: 162.155.245.42

 Document created by David Robbins (drobbins@equalisgroup.org)

2022-09-14 - 6:07:22 PM GMT- IP address: 162.155.245.42

 Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature

2022-09-14 - 6:07:58 PM GMT

 Email viewed by Eric Merkle (emerkle@equalisgroup.org)

2022-09-14 - 6:36:00 PM GMT- IP address: 172.226.81.27

 Document e-signed by Eric Merkle (emerkle@equalisgroup.org)

Signature Date: 2022-09-14 - 6:46:00 PM GMT - Time Source: server- IP address: 216.201.207.58

 Document emailed to smorgan@cuyahogalibrary.org for signature

2022-09-14 - 6:46:02 PM GMT

 Email viewed by smorgan@cuyahogalibrary.org

2022-09-14 - 6:52:55 PM GMT- IP address: 66.213.22.193

 Signer smorgan@cuyahogalibrary.org entered name at signing as Scott A. Morgan

2022-09-14 - 6:53:12 PM GMT- IP address: 66.213.22.193

 Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)

Signature Date: 2022-09-14 - 6:53:14 PM GMT - Time Source: server- IP address: 66.213.22.193

✔ Agreement completed.

2022-09-14 - 6:53:14 PM GMT

EXHIBIT "B"

MARSDEN SOUTH, L.L.C. QUOTE

Pricing Sheet

COMPANY NAME:				
A	B	C	D	
Item #	Description	Rate per Cleaning		Total Monthly Rate
1	City Hall - 201 Westward Drive	\$	X 5 cleanings =	\$ 1,878.24
2	Police Dept.- 201 Westward Drive	\$	X 5 cleanings =	\$ 2,603.39
3	Police Dispatch - 201 Westward Drive (East side of Bldg.)	\$	X 7 cleanings =	\$ 436.09
4	Community Policing Office- 277 Westward Drive	\$	X 5 cleanings =	\$ 462.95
5	Public Works Dept.- 345 N. Royal Poinciana Blvd.	\$	X 5 cleanings =	\$ 1,058.62
6	Recreation Dept. - 1401 Westward Drive	\$	X 6 cleanings =	\$ 3,225.25
7	Aquatic Facility (Rear of Parking lot) - 1401 Westward Drive	\$	X 6 cleanings =	\$ 1,951.48
8	Concession stand - 501 East Drive	\$	X 7 cleanings =	\$ 860.28
9	Concession stand- 750 Dove Avenue	\$	X 7 cleanings =	\$ 860.28
10	Senior Center- 101 Apache Street /343 Payne Drive	\$	X 6 cleanings =	\$ 4,046.38
TOTAL COST:				\$17,382.96
ADDITIONAL CLEANING OPTIONS AT CITY'S DISCRETION (Separate billable rates)				
11	Buffing/Waxing of floors with power spray buffing system			\$ 0.30 per sf
12	Deep carpet cleaning/stain removal with power spray system			\$ 0.30 per sf
13	Deep cleaning furniture with power spray system			\$ 5.00 per Chair
14	Window cleaning including 2nd floor windows			\$5.00 per pane per side \$8.00 per pane for 2nd floor exterior

Print Name: Shazard Ali Marsden South Print Title: Director of Business Development

Signature: *Shazard Ali*

State of: **Florida**

County of: **Miami-Dade**

Subscribed and sworn to before me this _____ day of _____ 2018.

Notary Public: _____

My Commission expires:



AGENDA MEMORANDUM

Meeting Date: 6/12/2023

To: The Honorable Mayor Maria Mitchell and Members of the City Council

Via: Tammy Romero, Interim City Manager

From: Lazaro Garaboa, Public Works Director

Subject: Blanket Purchase Order Increase – Thermal Concepts

RECOMMENDATION: Recommendation by Public Works that Council approves an increase to the existing open blanket purchase order #230265 to Thermal Concepts, utilizing City of Palm Beach Gardens under contract # RFQ2022-019CS (attached), for the remainder of their contract term, including any extensions through 11/03/2027 in the amount of \$50,000.00 for maintenance and repairs for various air conditioning units – city wide.

DISCUSSION: The fund increase currently being requested is due to multiple unanticipated repairs to air conditioning units at the Miami Springs Golf and Country Club and Adult Community Center. Also, for any future repairs that may occur before the end of this fiscal year.

Spent in FY: 21/22 \$17,179.35
 Spent in FY: 22/23 \$14,578.01

Submission Date and Time: 6/7/2023 6:54 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u> Prepared by: <u>Rachel Buckner</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>City Hall, Golf, Senior, Rec, Pool, PW</u> Account No.: _____ Additional Funding: _____ Amount previously approved: \$ <u>20,000.00</u> Current request: \$ <u>50,000.00</u> Total vendor amount: \$ <u>70,000.00</u>

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH THERMAL CONCEPTS, LLC FOR HVAC REPAIR SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF PALM BEACH GARDENS CONTRACT NO. RFQ2022-019CS(F) PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR REPAIR AND MAINTENANCE OF CITY AIR CONDITIONING UNITS IN AN AMOUNT NOT TO EXCEED \$70,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of HVAC repair services for the City’s HVAC systems, including unanticipated repairs to the air conditioning units at the Miami Springs Golf and Country Club and the Adult Community Center (the “Services”); and

WHEREAS, the City of Palm Beach Gardens has an agreement with Thermal Concepts, LLC (the “Vendor”) for the Services which was awarded pursuant to Request for Qualifications (RFQ) No. RFQ2022-019CS (the “Palm Beach Gardens Contract”); and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to authorize the City Manager to execute an agreement in substantially the form attached hereto as Exhibit “A” with the Vendor for the Services consistent with the terms and conditions of the Palm Beach Gardens Contract (the “Agreement”); and

WHEREAS, the City Council seeks to further authorize the City Manager to issue a work order to the Vendor for the provision of the Services consistent with the terms

and conditions of the Agreement in an amount not to exceed \$70,000.00 for fiscal year 2022-23; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval and Authorization of Agreement. That the City Council hereby approves the Agreement with the Vendor for the Services pursuant to Section 31-11(E)(5) of the City Code and authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend funds in an amount not to exceed \$70,000.00 for the Services for fiscal year 2022-23 and budgeted funds in future fiscal years.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Jorge Santin
Councilmember Jacky Bravo
Councilmember Dr. Victor Vazquez, Ph.D.
Councilmember Dr. Walter Fajet, Ph.D.
Mayor Maria Puente Mitchell

PASSED AND ADOPTED this 29th day of June, 2023.

MARIA PUENTE MITCHELL

ATTEST:

MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A

**COVER AGREEMENT WITH THERMAL CONCEPTS, LLC
UTILIZING TERMS AND CONDITIONS OF
CITY OF PALM BEACH GARDENS
CONTRACT NO. RFQ2022-019CS(F)**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
THERMAL CONCEPTS, LLC**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **THERMAL CONCEPTS, LLC**, a Florida for-profit corporation (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City is in need of HVAC repair services for the City’s HVAC systems (the “Services”); and;

WHEREAS, the City of Palm Beach Gardens has an agreement with Thermal Concepts, LLC (the “Vendor”) for the Services pursuant to Request for Qualifications (RFQ) No. RFQ2022-019CS, which agreement is attached hereto as Exhibit “A” (the “Palm Beach Gardens Contract”); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Palm Beach Gardens Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

- 1. Incorporation of Contract.** The terms and conditions of the Palm Beach Gardens Contract is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Palm Beach Gardens Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – Palm Beach Gardens Contract.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Palm Beach Gardens Contract unless otherwise provided in this Agreement. All references to the City of Palm Beach Gardens shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Amendment to Article 4 of Palm Beach Gardens Contract.** Article 4, “Miscellaneous Provisions,” of the Palm Beach Gardens Contract is hereby amended to read as follows:¹

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following address:

As to the City: City of Miami Springs
 Attn: City Manager
 201 Westward Drive
 Miami Springs, FL 33166
 305-805-5011 (telephone)
 tromero@miamisprings-fl.gov (email)

~~City of Palm Beach Gardens~~
~~10500 North Military Trail~~
~~Palm Beach Gardens, Florida 33410~~
 Attn: City Manager
 Email: rferris@pbgfl.com

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
 Attn: Haydee Sera, Esq.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

City of Miami Springs City Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

As to the Contractor:

Thermal Concepts, LLC
2201 College Avenue
David, Florida 33317
Attn: Dan Tarafa
Email: dtarafa@thermalconcepts.com

f. Governing Law and Venue. ~~This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.~~ This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

i. Attorney's Fees and Costs; Waiver of Jury Trial. ~~It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.~~

1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

6. **Amendment to Article 9 of Palm Beach Gardens Contract.** Article 9, "Public Records," is hereby deleted in its entirety and replaced as follows:

ARTICLE 9. PUBLIC RECORDS.

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- C. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once

the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

7. **Addition of Article 13.** The Agreement is hereby amended by adding Article 13, "Indemnification," as follows:

ARTICLE 13. INDEMNIFICATION.

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.
- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

8. **Addition of Article 14.** The Agreement is hereby amended by adding Article 14, "Insurance," as follows:

ARTICLE 14. INSURANCE.

A. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the City shall select this box: .

- B. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- C. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- D. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

- E. The provisions of this section shall survive termination of this Agreement.

9. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the

signature page of this Agreement or such other address as the party may have designated by proper notice.

10. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

THERMAL CONCEPTS, LLC

By: _____
Tammy Romero
Interim City Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT "A"

Palm Beach Gardens
With Thermal Concepts, LLC
Pursuant to ITB 2018-033-ND



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410

**AGREEMENT
FOR
FACILITIES MANAGEMENT CONTRACTORS PROGRAM**

AGREEMENT NO. RFQ2022-019CS (F)

THIS AGREEMENT is made and entered into this 3rd day of November, 2022 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Thermal Concepts, LLC**, a Florida corporation (the "Contractor"), located at 2201 College Avenue, Davie, Florida 33317.

WHEREAS, the Contractor has represented to the City that it has the qualifications, resources, experience, and abilities to provide certain facilities management support services to the City; and

WHEREAS, the City desires to retain the services of the Contractor to perform facilities management support services, on an as-needed or scheduled basis, in accordance with the City's Request for Qualifications RFQ2022-019CS, Facilities Management Contractors Program, and the Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications RFQ2022-019CS and the Contractor's response to the Request for Qualifications, including all addenda, final replies, and documentation required thereunder.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide facilities management support services to the City's Community Services Department.

The services shall be performed on an as-needed basis or based on a schedule to be mutually developed between the City and the Contractor.

The specific services the Contractor shall perform are more fully described and detailed in the Request for Qualifications and any subsequent Purchase Order and shall generally be as follows:

Group D HVAC

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for performing the services according to the terms and conditions in the Request for Qualifications and the rates and prices established therein.

The City's estimated expenditure under this Agreement is Ten Million Dollars (\$10,000,000) for the entire five- (5) year term of this Agreement.

Notwithstanding this estimated expenditure, the City does not guarantee to the Contractor that the estimated Agreement amount will be expended during the Agreement term. However, the City shall pay for all services rendered and accepted under this Agreement and reserves the right to raise or lower the estimated amount each term as it deems is in its best interests.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email: rferris@pbgfl.com

City of Palm Beach Gardens
RFQ2022-019CS (F)
Facilities Management Contractors Program

With a copy to: **City of Palm Beach Gardens**
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.com

As to the Contractor: **Thermal Concepts, LLC**
2201 College Avenue
Davie, Florida 33317
Attn: Dan Tarafa
Email: dtarafa@thermalconcepts.com

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from the effective date through September 30, 2027, unless terminated beforehand as provided for in Article 6. All open Purchase Orders shall be valid until the work contracted under those Purchase Orders has been completed by the Contractor and accepted by the City, regardless of the expiration date of this Agreement.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for five (5) years following the expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, pandemic, natural disaster, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

EXHIBIT A

DocuSign Envelope ID: 39AC0E2E-B43A-4A39-A5E0-61D1F779D28F

City of Palm Beach Gardens
RFQ2022-019CS (F)
Facilities Management Contractors Program

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

(The remainder of this page intentionally left blank.)

City of Palm Beach Gardens
RFQ2022-019CS (F)
Facilities Management Contractors Program

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.



CITY OF PALM BEACH GARDENS, FLORIDA

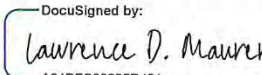
By: 
Chelsea Reed, Mayor

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

THERMAL CONCEPTS, LLC

DocuSigned by:

By: A94DFC00635D431...
Lawrence D. Maurer, CEO

DocuSign Envelope ID: 39AC0E2E-B43A-4A39-A5E0-61D1F779D28F

City of Palm Beach Gardens
RFQ2022-019CS (F)
Facilities Management Contractors Program

EXHIBIT "A"



Certificate Of Completion

Envelope Id: 39AC0E2EB43A4A39A5E061D1F779D28F
Subject: Complete with DocuSign: Thermal Concepts LLC-RFQ2022-019CS(F)-Agmt.pdf
Source Envelope:
Document Pages: 9 Signatures: 1
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Barbara Chabre
10500 N Military Trail
Purchasing Department
Palm Beach Gardens, FL 33410
bchabre@pbgfl.com
IP Address: 151.132.106.163

Record Tracking

Status: Original
10/21/2022 12:01:15 PM

Holder: Barbara Chabre
bchabre@pbgfl.com

Location: DocuSign

Signer Events

Lawrence D. Maurer
ldmaurer@thermalconcepts.com
CEO
Thermal Concepts LLC
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Lawrence D. Maurer
A94DFC00635D431...

Signature Adoption: Pre-selected Style
Using IP Address: 12.11.101.194

Timestamp

Sent: 10/21/2022 12:04:43 PM
Viewed: 10/21/2022 5:51:36 PM
Signed: 10/21/2022 5:53:41 PM

Electronic Record and Signature Disclosure:
Accepted: 10/21/2022 5:51:36 PM
ID: 74ce805e-6041-4226-be14-a1e308c1fa7f
Company Name: City of Palm Beach Gardens, FL

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Dan Tarafa
dtarafa@thermalconcepts.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2022 5:53:42 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Km! Ra
kmra@pbgfl.com
Purchasing & Contracts Director
City of Palm Beach Gardens
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/21/2022 5:53:43 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

10/21/2022 12:04:44 PM
10/21/2022 5:51:36 PM
10/21/2022 5:53:41 PM
10/21/2022 5:53:43 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Palm Beach Gardens, FL (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

EXHIBIT A

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Palm Beach Gardens, FL:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kmra@pbgfl.com

To advise City of Palm Beach Gardens, FL of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kmra@pbgfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Palm Beach Gardens, FL

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kmra@pbgfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palm Beach Gardens, FL

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

EXHIBIT A

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kmra@pbgfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Palm Beach Gardens, FL as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Palm Beach Gardens, FL during the course of your relationship with City of Palm Beach Gardens, FL.



**City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com**

Letter of Transmittal

DATE: November 4, 2022

TO: Thermal Concepts, LLC
2201 College Avenue
Davie, FL 33317
Attn: Dan Tarafa

Delivered via FedEx Tracking No. 8170 1584 5236

Re: Agreement for Facilities Management Contractors Program.

For Your Records

For Recording

As Requested

Returned for Corrections

For Review and Signature

Other: _____

Signed



Patricia Snider, CMC, City Clerk

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath



AGENDA MEMORANDUM

Meeting Date: June 29, 2023

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: Tammy Romero, Interim City Manager

From: Armando Guzman, Chief of Police

Subject: Authorize the execution of a Local Government Cybersecurity Grant Agreement with the State of Florida Department of Management Services

Recommendation: Recommendation by the Police Department that Council authorize the execution of an agreement with the State of Florida Department of Management Services under the Local Government Cybersecurity Grant Program.

Submission Date and Time: ~~6/21/2023 4:41 PM~~ ~~6/21/2023 3:49 PM~~

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: _____	Dept./ Desc.: _____
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____

RESOLUTION NO. 2023-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A LOCAL GOVERNMENT CYBERSECURITY GRANT; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES RELATING TO THE GRANT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has been awarded a Local Government Cybersecurity Grant (the “Grant”) by the Florida Department of Management Services (“DMS”); and

WHEREAS, DMS, through the Florida Digital Service, has the authority, pursuant to Chapter 2022-156, “Specific Appropriation 2944A,” to award grants for cybersecurity technical assistance; and

WHEREAS, in order to secure the Grant, the City must enter into a Grant Agreement (the “Agreement”) with DMS in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Acceptance. That the City Council hereby accepts the Grant.

Section 3. Approval. That the City Council hereby approves the Agreement with DMS.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit

“A” and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Jorge Santin	_____
Councilmember Jacky Bravo	_____
Councilmember Dr. Victor Vazquez, Ph.D.	_____
Councilmember Dr. Walter Fajet, Ph.D.	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 29th day of June, 2023.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A
LOCAL GOVERNMENT CYBERSECURITY GRANT AGREEMENT
WITH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES (DMS)

Pursuant to Section 119.0725(2), Florida Statutes, the above-referenced grant agreement is confidential and exempt from public records.



AGENDA MEMORANDUM

Meeting Date: 6/29/2023

To: The Honorable Mayor Mitchell and Members of the City Council

Via: Tammy Romero, Interim City Manager

From: Erika Gonzalez-Santamaria, City Clerk

Subject: Full Moon Productions – A/V Services

Recommendation:

Recommendation by City Clerk’s Office that Council waive the competitive bid process and approve an expenditure to Full Moon in the amount of \$4,000.00, for A/V services for Council meetings, special meetings, or workshops etc., as funds were approved in the FY 22/23 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code. Requires 4/5 vote by Council.

Discussion/Analysis:

This request is for the City Council to approve the amount that has been budgeted for this contractual service which provides a wide variety of audio and visual services during the City Council meetings, workshops or any other type of meeting that requires audio and visual assistance. The source of vendors is very limited since it a particular type of service which the vendor can use to broadcast the meetings through Zoom and YouTube.

Fiscal Impact (If applicable):

The Audio and Visual services are already budgeted.

Submission Date and Time: 6/21/2023 4:26 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>City Clerk</u>	Dept. Head: _____	Dept./ Desc.: <u>City Council Department</u>
Prepared by: <u>Erika Gonzalez</u>	Procurement: _____	Account No. <u>001-0101-511-34-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>\$15,000</u>
	Attorney: _____	Current request: \$ _____
		Total vendor amount: \$ <u>\$15,000</u>